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Director

LISA NUÑEZ
Chief Deputy

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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Board of Supervisors
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MICHAEL D. ANTONOVICH
Fifth District

January 30, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AUTHORIZE THE EXECUTION OF
AMENDMENT NUMBER TWELVE TO THE LEADER INFORMATION TECHNOLOGY
AGREEMENT WITH UNISYS CORPORATION
(JANUARY 30, 2007 AGENDA ITEM)
(ALL DISTRICTS – 3 VOTES)**

**JOINT RECOMMENDATION WITH THE CHIEF INFORMATION OFFICER THAT
YOUR BOARD:**

Approve, and instruct the Chair to sign, upon receipt of State and federal approval, the attached Amendment Number Twelve to County Agreement Number 68587 (LEADER Agreement) with Unisys Corporation to: (i) extend the term of the LEADER Agreement by four (4) years and increase the total maximum contract sum by \$108 million; (ii) provide the County an option, to be exercised by the Director of Department of Public Social Services (DPSS), to further extend the Agreement for up to four (4) optional one-year extensions, with an annual cost not to exceed \$27 million; (iii) reflect that Unisys shall provide a technology refresh at the central processing and networking sites to address increased LEADER System capacity needs (e.g., up to 3.5% annual growth in LEADER System workstations and laptops) during this extension period; (iv) reflect that Unisys shall provide access between the LEADER System network and County's enterprise network (LANet/EN) by implementing a network bridge; (v) reflect that Unisys shall provide maintenance and repair services on all LEADER System hardware and software; (vi) reflect that Unisys shall continue to provide Facilities

Management/Operations and Telecommunications (FM&O) support and warranty services for the LEADER System; (vii) reflect that Unisys shall provide Application Software Maintenance and/or Enhancements at a revised hourly rate of \$105, based on 8,000 hours per month; (viii) amend Exhibit A (Statement of Work) to set forth all tasks and deliverables required; and (ix) amend certain provisions and payment schedules of the LEADER Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

On September 12, 1995, your Board approved the initial LEADER Agreement between the County and Unisys. The Initial Term of the LEADER Agreement expired on April 30, 2005. Amendment Number Ten provided for a twenty-four month extension which commenced on May 01, 2005 and will expire on April 30, 2007. In the interim, the State and federal agencies have determined that the County should procure competitive bids for a LEADER replacement system. Based on the latest procurement planning schedule, which minimizes risk to our welfare participants, DPSS anticipates that the implementation of the LEADER replacement system may take up to eight years after the current contract term ends on April 30, 2007. Therefore, DPSS is requesting to extend the LEADER Agreement by four years, with up to four optional one-year extensions.

In June 2004, DPSS brought in an outside consultant to conduct an Alternatives Analysis (AA) to determine the best course of action upon expiration of the current LEADER Agreement. This effort was completed in October 2004. Results of the AA confirmed that due to the size, complexity and proprietary technology of the current system hardware and software, LEADER System turnover to another vendor in a short timeframe would subject the County to excessive risk and costs. Therefore, it is in the best interest of the County to pursue an extension with Unisys in order to provide uninterrupted service to the public.

The four-year cost of this Amendment Number Twelve will increase the total maximum contract sum by \$108 million. This increase includes the cost of Facilities Management/Operations and Telecommunications (FM&O) and Application Software Modifications and/or Enhancements (M&E). The amount excludes County costs for local office hardware moves, local office telecommunication circuits, whole-unit replacements of local office hardware and related software, additional local office hardware and related software for local office expansions and the installation of such additional hardware and software, and telecommunications hardware, software and services for additional dial-up users.

Because of the significant cost increase from our current annual cost, DPSS worked with the Auditor-Controller in hiring an independent consulting firm to evaluate Unisys' cost proposal for the contract extension. Results of this independent evaluation enabled DPSS to renegotiate the annual price down from \$32.5 million to \$27 million. The independent consulting firm validated that the final price is reasonable and comparable to industry benchmarks. Further, the State supports the final cost and term of this Amendment as stated in the letter from California Health and Human Services Agency's Office of Systems Integration, dated January 11, 2007 (copy attached).

DPSS expects to continue to utilize 8,000 hours per month for M&E during the extension period. The M&E rate for the extension period shall be \$105 per hour, which is included in the total maximum contract sum. The M&E rate shall remain the same for the entire four-year extension period and the four optional one-year extensions.

Board Motion to Reopen Negotiations

Pursuant to the Board motion of December 12, 2006, DPSS, with oversight by the CAO, reopened negotiations with Unisys. The outcome of those negotiations was that Unisys did not change their price but informed the County that the \$27 million price was fair and reasonable in today's market for all goods and services provided under this Amendment Number Twelve. However, Unisys agreed to a change in the term from five years with three optional one-year extensions to four years with four optional one-year extensions at the same annual price of \$27 million.

Understanding the concern by the Board, Unisys did go back and look at all of their costs to see if any more reductions in price could be made. They also explored the possibility of moving some services out of the LEADER Agreement in an effort to reduce the cost of this Amendment. They considered the following:

- 1) Moving the back-up central processing site and/or application software development offshore to India. The County evaluated this option and determined it would be operationally problematic and risky, and would not amount to any significant cost savings due to transition and training costs.
- 2) Removing central printing and local office equipment maintenance services from the LEADER Agreement and procure different vendor(s) to handle such services. The County evaluated this option and determined that although Unisys quoted a price reduction of \$4 million annually, the County would still have to continue this cost with multiple vendors which could be higher than the Unisys' costs. Additionally, this responsibility would shift to the County and would result in increased County costs. Furthermore, multiple vendors handling LEADER-related goods and services would jeopardize accountability,

operations and security, as well as current LEADER System availability and response time service levels.

Therefore, DPSS, CAO and the CIO recommend that all goods and services are left intact as written and provided under this Amendment Number Twelve.

Goods and Services Under Proposed Amendment Number Twelve

In addition to the goods and services provided under the current LEADER Agreement (e.g., system operations, technology/operations management, network support, help desk operations, dial-up server support, local office hardware maintenance [servers, workstations, laptops, printers, routers, switches, and hubs], local office software maintenance, enterprise network support, central site operations and support, database administration, central print and mail services, production control of batch jobs, system security, back-up and disaster recovery services, M&E, etc.), Unisys shall also provide the following:

Technology Refresh

Under this Amendment, the FM&O charges include a technology refresh at the central processing sites in Eagan and Roseville, MN, the central networking sites in Mission Viejo and Downey, CA, and the central print facility in El Segundo, CA in order to support growth projections and comply with all specifications and service levels over the next four to eight years. These upgrades are required to continue operation of the LEADER System with increased data, usage and transaction volumes anticipated over the next eight years, and comply with the performance, availability and response time service levels under the LEADER Agreement. However, this Amendment does not include the cost to purchase new local office hardware (e.g., workstations, laptops, printers, servers or networking equipment) or software.

Bridged Environment

The current LEADER System environment is a closed network, and therefore, does not provide access to County applications/resources on LANet/EN (e.g., e-mail, on-line help desk, user manuals, policy and procedures, DPSS website, and other data resources). The network bridge will allow users of the LEADER System to have access to these County applications/resources. This will eliminate the need for two workstations on a desk, unless needed for other reasons. Also, Unisys will provide and implement a solution for County-specified workstations and laptops in the LANet/EN environment to have access to the LEADER System.

LEADER System Expansion

The County may elect to purchase new workstations and laptops from any vendor, and increase the total number in the LEADER System to a maximum of 13,887 at any time during the four-year extension period. This is an increase of 1,785 workstations and laptops over the current 12,102 workstations and laptops in the LEADER System. The technology refresh described above provides for increased capacity at the central processing and networking sites to accommodate this growth.

If the County elects to extend the Agreement for any of the four optional one-year extensions, the County may elect to purchase new workstations and laptops from any vendor and increase the total number up to 14,373 during the first twelve months, 14,876 during the second twelve months, 15,397 during the third twelve months, and 15,936 during the fourth twelve months. The technology refresh provides for increased capacity at the central processing and networking sites to accommodate this growth.

Local Office Hardware and Software Support

Upon the expiration of the current two-year extension on April 30, 2007, utilization charges for local office hardware and software at the local offices shall no longer apply. The ownership of the hardware will be transferred to the County under this Amendment. Furthermore, Unisys shall provide to the County royalty-free, perpetual and irrevocable licenses for local office software installed at the local offices. Unisys will continue to repair the hardware in the local offices or replace whole units of the hardware with County-supplied hardware, where it is mutually determined that replacement parts are not available or the hardware cannot be repaired due to damage. County will also supply all the local office software required for such whole unit replacements of local office hardware, except that Unisys will supply any local office software needed to connect with Unisys's proprietary architecture.

Implementation of Strategic Plan Goals

Amendment Number Twelve is consistent with the principles of County Strategic Plan Goal #1: Service Excellence for improving quality of service and organizational effectiveness. In addition, Amendment Number Twelve is consistent with DPSS' objectives for increasing the efficiency and effectiveness of departmental programs through expanded information technology and communications.

Expansion of the LEADER System is part of the DPSS Business Automation Plan.

FISCAL IMPACT/FINANCING

To date, the cost of LEADER totals \$232,876,732. This compares very favorably to other automated welfare systems throughout the state. The execution of this Amendment will increase that contract sum by a maximum of \$108,000,000 over the four-year extension period.

Costs for Fiscal Year 2006-07

The total estimated costs for Amendment Number Twelve in FY 2006-07 are \$4,500,000. These costs will be subvented by State and federal revenue in the estimated amount of \$4,230,000. The NCC is estimated at \$270,000. Sufficient funding has been included in the Department's FY 2006-07 Adopted Budget.

Costs for Fiscal Years 2007-08 through 2009-10

The total estimated costs for Amendment Number Twelve in FY 2007-08 through 2009-10 are \$27,000,000 annually. These costs will be subvented by State and federal revenue in the estimated amount of \$25,379,000 annually. The NCC is estimated at \$1,621,000 annually. Sufficient funding will be included in the Department's annual budget requests.

Costs for Fiscal Year 2010-11

The total estimated costs for Amendment Number Twelve in FY 2010-11 are \$22,500,000. These costs will be subvented by State and federal revenue in the estimated amount of \$21,149,000. The NCC is estimated at \$1,351,000. Sufficient funding will be included in the Department's FY 2010-11 Budget Request.

Costs for Fiscal Years 2011-12 through 2014-15

Should the County determine to exercise any of the four optional one-year extensions, State and federal funding will be requested.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Amendment was reviewed and approved as to form by County Counsel. As with the existing LEADER Agreement and its previous amendments and modification notices, outside counsel, Mitchell, Silberberg & Knupp LLP, also reviewed and

commented on the Amendment in accordance with your Board's policy regarding technology contracts.

This is not a Prop A contract and accordingly is exempt from the requirements of the Living Wage Ordinance.

Assignment and Delegation

This Amendment revises the Assignment and Delegation provision to be consistent with the County's standard contract language.

Contractor Responsibility and Debarment

This Amendment revises the Contractor Responsibility and Debarment provision to be consistent with the County's standard contract language.

Chief Administrative Office (CAO) Risk Management

The County's CAO Risk Management has reviewed and approved the Amendment provisions relating to insurance and the limitation of Unisys' liability for damages.

State and Federal Approval

This Amendment and funding for the four-year extension period have been submitted to the requisite State and federal agencies for approval. Their approval is pending.

CONTRACTING PROCESS

Unisys was selected via a competitive solicitation. On September 12, 1995, your Board awarded a 7.5-year contract (with the option for two additional years) to Unisys to provide an automated welfare system. Amendment Numbers Three and Four approved by your Board extended the 7.5-year contract term by two years to April 30, 2005, making the Initial Term of the Agreement nine years and six months. On March 15, 2005, your Board approved Amendment Number Ten to extend the contract term for the optional two years, from May 1, 2005 through April 30, 2007. Currently, DPSS is requesting that your Board extend the LEADER Agreement for four years (with four optional one-year extensions) beginning May 1, 2007 through April 30, 2012.

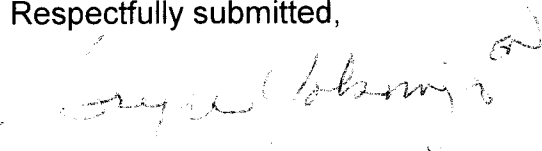
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The execution of Amendment Number Twelve augments the LEADER System by allowing County-specified workstations and laptops in the LEADER System to have access to the County's enterprise network (LANet/EN) through the implementation of the bridged environment; increasing, at County's option, the total number of workstations and laptops in the LEADER System by up to 1,785; and upgrading and/or replacing obsolete, out-of-service, or insufficient technology, in order to support LEADER System growth projections.

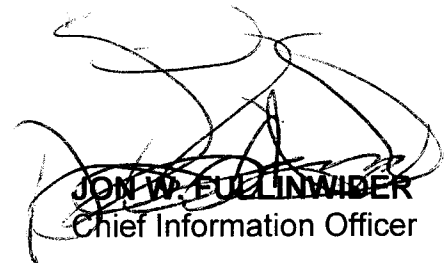
CONCLUSION

Upon receipt of State and federal approvals and funding of this Amendment, DPSS will notify the Executive Officer, Board of Supervisors and request the return of two (2) original signed copies of this Amendment and one (1) adopted stamped Board Letter to the Department of Public Social Services.

Respectfully submitted,



BRYCE YOKOMIZO
Director



JON W. FULLINWIDER
Chief Information Officer

BY/JWF:vo

Attachments

- c: Executive Officer, Board of Supervisors
- Chief Administrative Officer
- County Counsel
- Chair, Information Systems Commission
- Auditor-Controller



**California Health and Human Services Agency
Office of Systems Integration (OSI)
Statewide Automated Welfare System (SAWS) Project
P.O. Box 138014
Sacramento, California 95813-8014
(916) 229-4400, Fax (916) 229-4487**



Arnold Schwarzenegger
Governor

January 11, 2007

Ms. Lisa Nuñez, Chief Deputy Director
Department of Public Social Services
Los Angeles County
12860 Crossroads Parkway South
City of Industry, CA 91746

Dear Ms. Nuñez:

Thank you for your diligence in the recent negotiations of the contract extension for continued maintenance and operations (M&O) services for the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) system. This extension is necessary to continue to operate and maintain the LEADER system until a replacement system can be procured and implemented.

The negotiated price for the LEADER M&O contract extension, \$27 million per year for the five year base term and the three one-year optional extensions, is a significant reduction from the vendor's previous proposal of \$32.5 million per year for the five year base term and \$32.8 million per year for the three one-year optional extensions. While this is an increase over current contract costs, your county's independent evaluation by a consulting firm validated that the costs are reasonable.

In addition, OSI-SAWS confirmed the reasonableness of the proposed costs through a comparison of the costs for the other SAWS consortia. This comparison and the county's justification were subsequently reviewed by the California Department of Social Services (CDSS) and Department of Health Services (DHS), and the costs were submitted for consideration in developing the Fiscal Year 2007/08 Governor's Budget. This letter is to advise you that the Administration supports the proposed annual M&O contract extension



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Arnold Schwarzenegger
Governor

**California Health and Human Services Agency
Office of Systems Integration (OSI)
Statewide Automated Welfare System (SAWS) Project
P.O. Box 138014
Sacramento, California 95813-8014
(916) 229-4400, Fax (916) 229-4487**

costs, and they are included in the Governor's Budget that was released on January 10, 2007.

Again, thank you for your perseverance in these negotiations to ensure that public funds are spent wisely. We are anxious to hear from you that this proposal can be submitted to the federal agencies so the contract extension can be executed before the current contract expires April 30, 2007. If you have any questions or concerns, please let me know.

Sincerely,



GEORGE CHRISTIE
Deputy Director

cc: Mr. Carlos Ramos, Director, OSI
Ms. Debbie Rose, Chief, Program Integrity Branch, CDSS
Mr. Bill Walsh, Chief, Medi-Cal Eligibility Policy Section, DHS



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AMENDMENT NUMBER TWELVE

TO

INFORMATION TECHNOLOGY AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

UNISYS CORPORATION

FOR A LOS ANGELES

ELIGIBILITY, AUTOMATED DETERMINATION, EVALUATION AND

REPORTING SYSTEM ("LEADER SYSTEM")

(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)

January 2007

AMENDMENT NUMBER TWELVE TO
COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>TOPIC</u>	<u>PAGE</u>
Recitals	INTRODUCTION	1
1	APPLICABLE DOCUMENTS	1
2-19	DEFINITIONS	3
20-27	OWNERSHIP AND DISPOSITION OF THE LEADER SYSTEM	9
28-30	TERM	15
31	CONTRACT SUM	16
32	INVOICES AND PAYMENTS	23
33-34	INDEMNIFICATION AND INSURANCE	23
35-37	WARRANTIES	24
38	LOCAL OFFICE HARDWARE REPAIR/REPLACEMENT	26
39	DATA SECURITY AND PROTECTION OF THE LEADER SYSTEM	28
40	ASSIGNMENT AND DELEGATION	28
41	TERMINATION FOR DEFAULT	29
42	REMEDY FOR BREACH, AND DAMAGES TO COUNTY – LIMITATION OF LIABILITY	31
43	CONTRACTOR RESPONSIBILITY AND DEBARMENT	33
44-47	EXHIBIT A	35
48-52	EXHIBIT G	36
53	INCORPORATION OF “WHEREAS” CLAUSES	37
54	AUTHORIZATION WARRANTY	37

55-56	EFFECTIVE DATE	37
57	OTHER PROVISIONS OF AGREEMENT	37
	ATTESTATION	38

EXHIBITS

Exhibit A (Statement of Work)
Exhibit G (Schedule of Payments)

AMENDMENT NUMBER TWELVE TO
COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587

This Amendment Number Twelve is entered into by and between the County of Los Angeles (hereafter "COUNTY") and Unisys Corporation (hereafter "CONTRACTOR"), and amends that certain COUNTY Agreement Number 68587, dated September 12, 1995, including Amendment Number One, dated June 17, 1997, Amendment Number Two, dated July 1, 1997, Amendment Number Three, dated March 22, 1999, Amendment Number Four, dated October 10, 2000, Amendment Number Five, dated August 6, 2002, Amendment Number Six, dated May 20, 2003, Amendment Number Seven, dated November 18, 2003, Amendment Number Eight, dated January 27, 2004, Amendment Number Nine, dated November 16, 2004, Amendment Number Ten, dated March 15, 2005, Amendment Number Eleven, dated April 11, 2006, Modification Notice Number One, dated February 13, 1996, Modification Notice Number Two, dated February 10, 1998, Modification Notice Number Three, dated April 8, 1999, Modification Notice Number Four, dated September 4, 2001, Modification Notice Number Five, dated April 30, 2002, Modification Notice Number Six, dated December 3, 2002, and Modification Notice Number Seven, dated March 29, 2004 (hereafter collectively "Agreement").

WHEREAS, in accordance with the terms and conditions of the Agreement, CONTRACTOR has been managing, operating, and performing maintenance, modifications and enhancements for, the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (hereafter "LEADER System");

WHEREAS, this Amendment Number Twelve amends the Agreement to extend the term of the Agreement for forty-eight (48) months and provide COUNTY the option to further extend the term, on a month-to-month basis for up to forty-eight (48) additional months, to change certain payment provisions, and to make various other changes to the Agreement;

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, pursuant to Subparagraph 49.6 of Paragraph 49.0 (Modification Notices and Amendments) of the Agreement, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Paragraph 2.0 (Applicable Documents) of the Base Agreement is amended to read:

"2.0 APPLICABLE DOCUMENTS

2.1 Interpretation

This document without exhibits is referred to as the "Base Agreement". The Base Agreement together with Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N and O constitute the "Agreement". Exhibits A, C, D, E, F, G, H, I, L, M and O are attached to and form a part of this Agreement. Exhibits B, J, K, and N are not attached hereto, are incorporated herein by this reference, and form a part of

this Agreement. Any reference throughout the Base Agreement and each of its exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the Base Agreement with all exhibits hereby incorporated. In the event of any conflict or inconsistency in meaning or provisions between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, and then to the exhibits according to the following priority:

1. Exhibit A Statement of Work
2. Exhibit B LEADER Functional/System Requirements
3. Exhibit C LEADER System Architecture, Technical and Hardware Requirements
4. Exhibit D Conversion Requirements
5. Exhibit E Training Requirements
6. Exhibit F LEADER System Hardware/Software
7. Exhibit G Schedule of Payments
8. Exhibit H CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
9. Exhibit I CONTRACTOR's EEO Certification
10. Exhibit J COUNTY's Request for Proposals
11. Exhibit K CONTRACTOR's Proposal
12. Exhibit L Subcontractor Employee Acknowledgment and Confidentiality Agreement
13. Exhibit M Nondiscrimination and Restrictions on Lobbying Acknowledgment
14. Exhibit N CONTRACTOR's Estimate for LEADER Site Preparation, Phase-3, Site Power and Data Distribution
15. Exhibit O Safely Surrendered Baby Law Fact Sheet

2.2 Construction of Terms

In constructing terms of the Agreement, the following rules shall apply:

- A. Singular nouns and phrases incorporating them (e.g., referring to objects persons, events, or otherwise) shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Paragraph 3.0 (Definitions). Plural nouns and phrases incorporating them shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Paragraph 3.0 (Definitions).

B. Any use of the masculine gender shall be construed to include the feminine, and vice versa.

C. References in this Agreement to “the term of this Agreement” shall mean the entire term of this Agreement, including the Initial Term, the Extended Term, the Second Extended Term, and any Second Extended Option Term.”

2. Subparagraph 3.7 (Day(s)) of Paragraph 3.0 (Definitions) of the Base Agreement is amended to read:

“3.7 Day(s)

Calendar day(s) unless otherwise specified. This term may be shown as either “Day(s)” or “day(s).”

3. Subparagraph 3.11 (Facilities Management/Operations) of Paragraph 3.0 (Definitions) of the Base Agreement is amended to read:

“3.11 Facilities Management/Operations

During the Initial Term and the Extended Term, CONTRACTOR-supplied goods and services necessary to provide for all central data processing requirements, the maintenance of the LEADER System, and the management and support of the local office networks.

During the Second Extended Term and any Second Extended Option Term, CONTRACTOR-supplied goods and services necessary to provide for all central data processing requirements, the maintenance of the LEADER System, and the management and support of the Telecommunications.”

4. Subparagraph 3.16 (LEADER Project) of Paragraph 3.0 (Definitions) of the Base Agreement is amended to read:

“3.16 LEADER Project

All defined planning, development and Countywide implementation necessary to deliver the LEADER System to COUNTY, including, without limitation, design and development services, implementation services and provision of documentation, and the operation of the LEADER System during the Initial Term, the Extended Term, the Second Extended Term, and any Second Extended Option Term.”

5. Subparagraph 3.17 (LEADER System) of Paragraph 3.0 (Definitions) of the Base Agreement is amended to read:

“3.17 LEADER System

During the Initial Term and the Extended Term, the LEADER System Software, Local Office Hardware, Central Site, Telecommunications, and Facilities Management/Operations.

During the Second Extended Term and any Second Extended Option Term, the LEADER System Software, Local Office Hardware, Core Sites, Telecommunications, and Facilities Management/Operations.”

6. Subparagraph 3.19 (Local Office Hardware) of Paragraph 3.0 (Definitions) of the Base Agreement is amended to read:

“3.19 Local Office Hardware

All of the hardware shown or referred to on Schedule E (Local Office Hardware/Software Utilization Fixed Rate Price During the Initial Term), Schedule F (Local Office Hardware/Software Utilization Fixed Rate Price - Optional Years 1 and 2), Schedule L (Local Office Telecommunications Hardware/Software Utilization Fixed Monthly Rate Prices for Additional Administrative/Support Office Sites During the Operational Period), Schedule L-EXT (Local Office Telecommunications Hardware/Software/Services Fixed Monthly Rate Prices for Additional and Expanded Local Office Sites During any Extended Term), Schedule M (Local Office Telecommunications Hardware/Software Utilization Fixed Rate Prices for Up to 350 Dial-Up Users During the Operational Period), Schedule M-EXT (Local Office Telecommunications Hardware/Software/Services Utilization Fixed Rate Prices for Up to 350 Dial-Up Users During any Extended Term), Schedule P (Telecommunications Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During the Initial Term), and Schedule P-EXT (Telecommunications Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term) of Exhibit G (Schedule of Payments), and all related cables, wiring and connectors plus all servers, workstations, laptops, printers, routers, switches, hubs, and all related cables, wiring and connectors provided by COUNTY for the LEADER System during the Second Extended Term and any Second Extended Option Term, as installed in COUNTY-designated Local Office Sites, and as may be modified by the requirements of Subparagraph 4.1 (Local Office Hardware).”

7. Subparagraph 3.20 (Local Office Software) of Paragraph 3.0 (Definitions) of the Base Agreement is amended to read:

“3.20 Local Office Software

All of the software shown or referred to on Schedule E (Local Office Hardware/Software Utilization Fixed Rate Price During the Initial Term), Schedule F (Local Office Hardware/Software Utilization Fixed Rate Price - Optional Years 1 and 2), Schedule L (Local Office Telecommunications Hardware/Software Utilization Fixed Monthly Rate Prices for Additional Administrative/Support Office Sites During the Operational Period), Schedule L-EXT (Local Office Telecommunications Hardware/Software Utilization Fixed Monthly Rate Prices for Additional Administrative/Support Office Sites During any Extended Term), Schedule M (Local Office Telecommunications Hardware/Software Utilization Fixed Rate Prices for Up to 350 Dial-Up Users During the Operational Period), Schedule M-EXT (Local Office Telecommunications Hardware/Software Utilization Fixed Rate Prices for Up to 350 Dial-Up Users During any Extended Term), Schedule P (Telecommunications Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During the Initial Term), and Schedule P-EXT (Telecommunications Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term) of Exhibit G (Schedule of Payments), plus all Software supplied by COUNTY and installed on Local Office Hardware provided by COUNTY for the LEADER System during the Second Extended Term and any Second Extended Option Term.”

8. Subparagraph 3.21 (Local Office Sites) of Paragraph 3.0 (Definitions) of the Base Agreement is amended to read:

“3.21 Local Office Sites

During the Initial Term and Extended Option Term, COUNTY-designated and approved COUNTY services locations, including, without limitation, those described in Exhibit F (LEADER System Hardware/Software), as may be modified from time to time in writing by COUNTY’s Project Director, and dial-up server(s), as may be modified from time to time in writing by COUNTY’s Project Director. Local Office Sites do not include the Central Site, the Project Site, CONTRACTOR’s backup sites and the CONTRACTOR’s training sites.

During the Second Extended Term and any Second Extended Option Term, COUNTY-designated and approved COUNTY services locations, including, without limitation, those described in Exhibit F (LEADER System Hardware/Software), as may be modified from time to time in writing by COUNTY’s Project Director, and dial-up server(s), as may be modified from

time to time in writing by COUNTY's Project Director. Local Office Sites do not include the Core Sites and the CONTRACTOR's training sites."

9. Subparagraph 3.22 (Normal Working Hours) of Paragraph 3.0 (Definitions) of the Base Agreement is amended to read:

"3.22 Normal Working Hours

One of the following schedules, according to individual COUNTY department policy, but excluding COUNTY holidays:

- A. Monday through Friday (a "Working Day(s)") between 8:00 a.m. and 5:00 p.m., or
- B. A flexibly arranged nine (9) hours on each of eight (8) Working Days in a given two-week period, plus eight (8) hours on a ninth Working Day and a Day off on the tenth, or
- C. Ten (10) hours on each of four (4) fixed Working Days each week.

The term "Working Day(s)" may also be shown as "working day(s)".

10. Subparagraph 3.28 (Software) of Paragraph 3.0 (Definitions) of the Base Agreement is amended to read:

"3.28 Software

All programs, procedures, rules or routines that instruct and control the operations of a computer and address the tasks for which a computer is used. Software may be provided in the form of disks, tape, other suitable media, or may be pre-installed. This term may be shown as either "Software" or "software".

11. Subparagraph 3.31 (Specifications) of Paragraph 3.0 (Definitions) of the Base Agreement is amended to read:

"3.31 Specifications

The requirements of the LEADER System or LEADER Project as set forth in the Base Agreement and Exhibits A through G of this Agreement and as such requirements are further described and interpreted in COUNTY-approved Deliverables and Subdeliverables. In the event of a contradiction, conflict or inconsistency between prior statements of requirements and a later COUNTY-approved Deliverable or Subdeliverable, the contradiction, conflict or inconsistency shall be resolved in favor of the latest COUNTY-approved Deliverable or Subdeliverable."

12. Subparagraph 3.34 (Telecommunications) of Paragraph 3.0 (Definitions) of the Base Agreement is amended to read:

“3.34 Telecommunications

During the Initial Term and the Extended Term, all of the CONTRACTOR-supplied goods and services (including telecommunications software) necessary for the transmission of LEADER System information, including, without limitation, System Data, among and between Local Office Sites and the Central Site and among and between other COUNTY-specified locations and systems.

During the Second Extended Term and any Second Extended Option Term, all of the CONTRACTOR-supplied goods and services (including telecommunications software) necessary for the transmission of data and information, including, without limitation, LEADER System information and System Data, among and between the Local Office Sites and the Core Sites and among and between other COUNTY-specified locations and systems and the Core Network, the Bridged Environment, and the Local Office Network. The Core Network, the Bridged Environment, and the Local Office Network are part of the Telecommunications.”

13. Subparagraph 3.47 (Local Office Network) of Paragraph 3.0 (Definitions) of the Base Agreement is added to read:

“3.47 Local Office Network

During the Second Extended Term and any Second Extended Option Term, all of the CONTRACTOR-supplied goods and services (including telecommunications software), necessary for the transmission of LEADER System information, including, without limitation, System Data, among and between the Local Office Sites and between the Core Sites and the Local Office Sites, provided that (i) COUNTY will supply CONTRACTOR with replacements for whole units of Local Office Hardware switches, routers and hubs (which items of Local Office Hardware are part of the Local Office Network) pursuant to Subparagraph 14.2 and (ii) COUNTY will pay all telephone company charges for Local Office Network circuits pursuant to Subparagraph 6.8.6 (Telephone Company Charges During the Second Extended Term and any Second Extended Option Term).”

14. Subparagraph 3.48 (Core Network) of Paragraph 3.0 (Definitions) of the Base Agreement is added to read:

“3.48 Core Network

During the Second Extended Term and any Second Extended Option Term, all of the CONTRACTOR-supplied goods and services (including telecommunications software) necessary for the transmission of LEADER

System information, including, without limitation, System Data, among and between the Core Sites.”

15. Subparagraph 3.49 (Core Sites) of Paragraph 3.0 (Definitions) of the Base Agreement is added to read:

“3.49 Core Sites

During the Second Extended Term and any Second Extended Option Term, all of the CONTRACTOR-supplied locations consisting of the Central Site (Eagan data center), the back-up site (Roseville data center), central print facility, disaster recovery print facility, and Mission Viejo circuit concentrator, and COUNTY-supplied locations consisting of the LEADER Project Management Office and the Downey circuit concentrator.”

16. Subparagraph 3.50 (Bridged Environment) of Paragraph 3.0 (Definitions) of the Base Agreement is added to read:

“3.50 Bridged Environment

During the Second Extended Term and any Second Extended Option Term, all of the CONTRACTOR-supplied goods and services (including telecommunications software) necessary for the transmission of LEADER System information, including, without limitation, System Data, and providing connectivity between the Local Office Network and COUNTY’s enterprise network (LANet/EN).”

17. Subparagraph 3.51 (Disabling Device) of Paragraph 3.0 (Definitions) of the Base Agreement is added to read:

“3.51 Disabling Device

During the Second Extended Term and any Second Extended Option Term, any software, device, method, or means, including the use of any “virus”, “lockup”, “time bomb”, “key lock”, “worm”, “spyware”, program, or disabling code, which has the potential or capability of compromising the security of LEADER System information, including, without limitation, System Data, or of causing any unplanned interruption of the operations of, or accessibility of, the LEADER System to COUNTY or any user, or which could alter, destroy, or inhibit the use of the LEADER System, or any component thereof, or the data contained therein, or which could block access to or prevent the use of the LEADER System, or any component thereof, by COUNTY or any user.”

18. Subparagraph 3.52 (Local Hardware/Software) of Paragraph 3.0 (Definitions) of the Base Agreement is added to read:

“3.52 Local Hardware/Software

Local Office Hardware and Local Office Software are sometimes collectively referred to as “Local Office Hardware/Software.”

19. Subparagraph 3.53 (Technology Refresh) of Paragraph 3.0 (Definitions) of the Base Agreement is added to read:

“3.53 Technology Refresh

During the Second Extended Term and any Second Extended Option Term, all of the CONTRACTOR-supplied goods and services for the upgrade and/or replacement of the hardware and software at the Core Sites necessary for the LEADER System to perform in accordance with the Specifications, including, without limitation, all modifications to the requirements of the LEADER System and LEADER Project as described and interpreted in COUNTY-approved Deliverables and Subdeliverables under Exhibit A (Statement of Work) as attached to Amendment Number Twelve.”

20. Subparagraph 4.1 (Local Office Hardware) of Paragraph 4.0 (Ownership and Disposition of the LEADER System) of the Base Agreement is amended to read:

“4.1 Local Office Hardware

During the Initial Term and the Extended Term, (i) CONTRACTOR shall own all Local Office Hardware and COUNTY shall have the right to perpetual, full and exclusive use and quiet enjoyment of all Local Office Hardware, (ii) at the time of Local Office Hardware installation, CONTRACTOR shall provide workstations and laptop computers which meet or exceed the specifications of the configurations set forth in Exhibit C (System Architecture, Technical and Hardware Requirements), and (iii) all Local Office Hardware upgrades and/or changes to Exhibit C (System Architecture, Technical and Hardware Requirements) and Exhibit F (LEADER System Hardware/Software) by CONTRACTOR shall be subject to prior review and written approval by COUNTY's Project Director.

Upon expiration of the Extended Term, COUNTY shall own all right, title, and interest in and to all Local Office Hardware, regardless of where in the LEADER System it resides.

During the Second Extended Term and any Second Extended Option Term, COUNTY shall own all right, title, and interest in and to all Local Office Hardware provided by COUNTY or CONTRACTOR, regardless of where in the LEADER System it resides. For Local Office Hardware provided by CONTRACTOR, upon installation of such hardware, title to such hardware

shall automatically transfer to and vest in COUNTY, and CONTRACTOR warrants that such title shall be free and clear of all encumbrances, claims, liens or charges of any kind.”

21. Subparagraph 4.3 (Local Office Software) of Paragraph 4.0 (Ownership and Disposition of the LEADER System) of the Base Agreement is amended to read:

“4.3 Local Office Software

During the Initial Term and the Extended Term, (i) CONTRACTOR shall have the right to use and shall obtain the right to provide and/or shall provide a license to COUNTY to use all of the Local Office Software as finally installed at Local Office Sites in accordance with Section A4.6, Task 6.0 (LEADER Countywide Implementation) of Exhibit A (Statement of Work), (ii) COUNTY shall have the right to full and exclusive use and quiet enjoyment of all Local Office Software, (iii) all Local Office Software upgrades and/or changes to Exhibit F (LEADER System Hardware/Software) by CONTRACTOR shall be subject to prior review and written approval by COUNTY's Project Director.

Upon expiration of the Extended Term, CONTRACTOR shall provide COUNTY with licenses to use all Local Office Software pursuant to Subparagraph 4.7.1.B.

During the Second Extended Term and any Second Extended Option Term, for any Local Office Software (including telecommunication software) provided by CONTRACTOR and installed at the Local Office Sites after the expiration of the Extended Term, CONTRACTOR shall provide to COUNTY royalty free, perpetual, and irrevocable licenses for the full use and quiet enjoyment of all such software. Such licenses shall be for at least the number of items of Local Office Hardware on which such software is installed or used. Such licenses shall be in a form satisfactory to COUNTY and shall not restrict COUNTY's right to receive all upgrades and modifications on the more favorable of such terms as are (i) generally available to licensees of such software on the same terms, prices and conditions as generally available to such licensees, or (ii) available to COUNTY pursuant to any other agreement between COUNTY and CONTRACTOR then in force.”

22. Subparagraph 4.5 (LEADER Application Software and Application Software Modifications and/or Enhancements) of Paragraph 4.0 (Ownership and Disposition of the LEADER System) of the Base Agreement is amended to read:

“4.5 LEADER Application Software and Application Software Modifications and/or Enhancements

As payment is made by COUNTY to CONTRACTOR for Development Modifications and Application Software Modifications and/or Enhancements, COUNTY shall own all right, title, and interest, including all copyrights, in

and to all Development Modifications and Application Software Modifications and/or Enhancements and their related Software Documentation. CONTRACTOR shall cooperate with COUNTY to take any additional action or execute any other documents as may be requested by COUNTY to vest all right, title, and interest, including all copyrights, in and to the Development Modifications and Application Software Modifications and/or Enhancements and their related Software Documentation in COUNTY, and transfer the copyright of such software, modifications and documentation to COUNTY.

The State and federal governments reserve an unrestricted, royalty-free, perpetual, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for State/federal government purposes, such software, modifications, and documentation.

Notwithstanding the foregoing, CONTRACTOR reserves unrestricted rights in any ideas, concepts and techniques included in the Development Modifications and the Application Software Modifications and/or Enhancements, and unrestricted rights in any code and documentation portions thereof of general utility, including, without limitation, the right to incorporate such ideas, concepts, techniques, and code and documentation portions in other work performed by it for itself and others. To the extent the Development Modifications and the Application Software Modifications and/or Enhancements developed for COUNTY under this Agreement includes any pre-existing code portions, COUNTY is granted an unrestricted, royalty-free, perpetual and irrevocable license to use such pre-existing code portions in conjunction with the Development Modifications and the Application Software Modifications and/or Enhancements developed and delivered hereunder.”

23. Subparagraph 4.6 (Copies of LEADER System Software) of Paragraph 4.0 (Ownership and Disposition of the LEADER System) of the Base Agreement is amended to read:

“4.6 Copies of LEADER System Software

CONTRACTOR shall provide COUNTY with a complete copy of the LEADER System Software and Software Documentation:

- A. at conclusion of the Acceptance Test;
- B. at conclusion of the Live Test of the Multi-Host Partitioned Database Architecture, except that CONTRACTOR shall provide COUNTY with updated LEADER System Software Documentation as described in Subtask 11.9 (Update the LEADER System Software Documentation) of exhibit A (Statement of Work);

- C. at the end of Countywide Implementation and prior to the payment of funds withheld pursuant to Subparagraph 7.4 (Invoicing, Payment and Withholds for Deliverables);
 - D. at the conclusion of the LEADER EBT Pilot Test Phase and prior to payment of funds withheld pursuant to Subparagraph 7.4.5 (Invoicing, Payment and Withholds for EBT Modifications Deliverables);
 - E. at conclusion of the System and Regression Test for the Major Modifications and prior to payment of funds withheld pursuant to Subparagraph 7.4.6 (Invoicing, Payment and Withholds for the Major Modifications Deliverables, for Upgraded LEADER System Testing Environment for the Central Site, and for Technology Expansion for the LEADER Project Management Office);
 - F. at conclusion of the System and Regression Test for the Quarterly Reporting Modifications and prior to payment of funds withheld pursuant to Subparagraph 7.4.7 (Invoicing, Payment and Withholds for the Quarterly Reporting Modifications Deliverables, for LEADER System Quarterly Reporting Disk Storage Space for the Central Site, and for Electronic Benefit Transfer (EBT) Facilities Management/Operations);
 - G. upon expiration of the Extended Term;
 - H. at conclusion of the Technology Refresh Live Test;
 - I. upon expiration of the Second Extended Term; and
 - J. upon expiration or termination of this Agreement.”
24. Subparagraph 4.7 (Disposition of Local Hardware and LEADER System Software upon Expiration or Termination of Agreement) of Paragraph 4.0 (Ownership and Disposition of the LEADER System) of the Base Agreement is amended to read:
- “4.7 Disposition of Local Office Hardware and LEADER System Software upon Expiration of the Extended Term and Upon Expiration or Termination of this Agreement
- 4.7.1 Upon expiration of the Extended Term in accordance with Paragraph 5.0 (Term), COUNTY shall own all Local Office Hardware and shall have licenses to use all Local Office Software. CONTRACTOR shall:
- A. Transfer to COUNTY all right, title, and interest in and to all Local Office Hardware, not previously transferred to COUNTY, regardless of where in the LEADER System it

resides, in good operating condition and free and clear of all encumbrances, claims, liens or charges of any kind; and

- B. Provide to COUNTY royalty-free, perpetual, and irrevocable licenses for full use and quiet enjoyment of all Operating System Software and Commercial Application Software (including telecommunications software) then installed at the Local Office Sites for at least the number of workstations and laptops in the LEADER System as exist upon expiration of the Extended Term but in no event less than 12,102 workstations and laptops in the LEADER System. Such licenses shall be in a form satisfactory to COUNTY and shall not restrict COUNTY's right to receive all upgrades and modifications on the more favorable of such terms as are (i) generally available to licensees of such software on the same terms, prices and conditions as generally available to such licensees, or (ii) available to COUNTY pursuant to any other agreement between COUNTY and CONTRACTOR then in force.

Such transfers apply to then currently installed Local Office Hardware/Software titles and licenses, for which CONTRACTOR has been compensated a minimum forty-eight (48) months. Title shall be transferred to COUNTY upon CONTRACTOR's receipt of the final monthly payment.

4.7.2 Upon expiration of this Agreement in accordance with Paragraph 5.0 (Term), or upon termination of this Agreement, CONTRACTOR shall:

- A. Transfer to COUNTY or COUNTY-designated vendor all right, title, and interest, including, without limitation, all copyrights, in and to all Development Modifications and Application Software Modifications and/or Enhancements and their related Software Documentation, not previously transferred to COUNTY, regardless of where in the LEADER System it resides, in good operating condition and free and clear of all encumbrances, claims, liens or charges of any kind; and
- B. If requested by COUNTY, provide to COUNTY or COUNTY-designated vendor irrevocable licenses for full use and quiet enjoyment of all Operating System Software and Commercial Application Software (including Software used for Telecommunications) used at the Central Site (if the termination date is during the Extended Term) or the Core Sites (if the termination date is after the Extended Term), as applicable, for at least the number of workstations and laptops in the LEADER System as exist upon the expiration or

termination of this Agreement. Such licenses shall be in a form satisfactory to COUNTY and shall be on the more favorable of such terms and conditions as are (i) generally available to licensees of such software on the same terms, prices and conditions as generally available to such licensees, or (ii) available to COUNTY pursuant to any other agreement between COUNTY and CONTRACTOR then in force.

- 4.7.3. In addition to COUNTY's rights under Subparagraph 4.7.2 arising out of a termination of this Agreement pursuant to Paragraph 34.0 (Termination by Default), if this Agreement is terminated pursuant to Paragraph 34.0 (Termination for Default), then CONTRACTOR shall provide to COUNTY or COUNTY-designated vendor royalty-free and irrevocable licenses for full use and quiet enjoyment of all Operating System Software and Commercial Application Software (including Software used for Telecommunications) used at the Central Site (if the termination date is during the Extended Term) or the Core Sites (if the termination date is after the Extended Term), as applicable, for at least the number of workstations and laptops in the LEADER System as exist upon termination of this Agreement at no charge to COUNTY for the Initial Term plus one hundred and twenty (120) months. Such licenses shall be in a form satisfactory to COUNTY and shall not restrict COUNTY's right to receive all upgrades and modifications on the more favorable of such terms and conditions as are (i) generally available to licensees of such software on the same terms, prices and conditions as generally available to such licensees, or (ii) available to COUNTY pursuant to any other agreement between COUNTY and CONTRACTOR then in force. The value of any licenses provided to COUNTY shall not mitigate or offset any damages to which COUNTY is entitled to recover under Paragraph 34.0 (Termination for Default). In addition, CONTRACTOR shall transfer to COUNTY or a COUNTY-designated vendor all right, title, and interest in and to all Local Office Hardware and all Development Modifications and Application Software Modifications and/or Enhancements and their related Software Documentation, not previously transferred to COUNTY, regardless of where in the LEADER System it resides, in good operating condition and free and clear of all encumbrances, claims, liens or charges of any kind without any additional compensation to CONTRACTOR, however the amount that would have otherwise been due to CONTRACTOR under the last paragraph of Subparagraph 4.7.1 for Local Office Hardware (not software), discounted to its present value, shall be an offset against any damages due to COUNTY under Paragraph 34.0 (Termination for Default)."

25. The title of Subparagraph 4.9 (License of Operating System Software and Commercial Application System Software) of Paragraph 4.0 (Ownership and Disposition of the LEADER System) of the Base Agreement is amended to read:

“4.9 License of Operating System Software and Commercial Application Software”

26. Subparagraph 4.9.6 of Subparagraph 4.9 (License of Operating System Software and Commercial Application Software) of Paragraph 4.0 (Ownership and Disposition of the LEADER System) of the Base Agreement is amended to read:

“4.9.6 COUNTY may not use Software licensed under this Agreement in a service bureau mode or at a location not associated with the LEADER System or any successor system.”

27. Subparagraph 4.10 (Electrical Power Circuits and Outlets, Local Area Network Data Cabling, Jacks and Outlets and Workstation Mounting Hardware) of Paragraph 4.0 (Ownership and Disposition of the LEADER System) of the Base Agreement is amended to read:

“4.10 Electrical Power Circuits and Outlets, Local Area Network Data Cabling, Jacks and Outlets and Workstation Mounting Hardware

During the Initial Term, the Extended Term, the Second Extended Term, and any Second Extended Option Term and upon termination or expiration of this Agreement, COUNTY shall own all electrical power circuits and outlets, local area network data cabling, jacks and outlets, and workstation mounting hardware installed by CONTRACTOR for the LEADER System.”

28. The title of Subparagraph 5.3 (Extension Options) of Paragraph 5.0 (Term) of the Base Agreement is amended to read:

“5.3 Extended Term”

29. Subparagraph 5.4 (Second Extended Term) of Paragraph 5.0 (Term) of the Base Agreement is added to read:

“5.4 Second Extended Term

The term of this Agreement shall be extended commencing on May 1, 2007, and shall expire forty-eight (48) months thereafter unless sooner terminated, as herein provided (the “Second Extended Term”).”

30. Subparagraph 5.5 (Second Extended Option Term) of Paragraph 5.0 (Term) of the Base Agreement is added to read:

“5.5 Second Extended Option Term

5.5.1 The Director of COUNTY's DPSS, in his sole discretion, may extend this Agreement for four (4) consecutive one year periods, for a total not to exceed four (4) years, commencing upon the expiration of the Second Extended Term. Any such extended period is herein referred to as the "Second Extended Option Term.”

5.5.2 Each extension shall be accomplished by the provision of at least thirty (30) Days prior written notice by COUNTY to CONTRACTOR, prior to the end of the Second Extended Term or any Second Extended Option Term.”

31. Subparagraph 6.8 (Fixed Price Contract Sums and Charges During the Second Extended Term and any Second Extended Option Term) of Paragraph 6.0 (Contract Sum) of the Base Agreement is added to read:

“6.8 Fixed Price Contract Sums and Charges During the Second Extended Term and any Second Extended Option Term

6.8.1 General

Notwithstanding any other provision of this Agreement, all Contract Sums and charges to COUNTY during the Second Extended Term and any Second Extended Option Term are set forth exclusively in this Subparagraph 6.8, and Subparagraphs 6.1 through 6.7 shall not apply during the Second Extended Term and any Second Extended Option Term.

6.8.2 Total Maximum Contract Sums During the Second Extended Term and any Second Extended Option Term

6.8.2.1 The Total Maximum Contract Sums (CONTRACTOR's total designated consideration for furnishing all goods and services required hereunder, as determined by aggregating the Maximum Contract Sums specified in Subparagraphs 6.8.3.1 and 6.8.5.1) for this Agreement during the Second Extended Term shall not exceed One Hundred Eight Million Dollars and No Cents (\$108,000,000.00).

6.8.2.2 Should COUNTY determine to extend this Agreement pursuant to Subparagraph 5.5 (Second Extended Option Term), the Total Maximum Contract Sums (as determined by aggregating the Maximum Contract Sums specified in Subparagraphs 6.8.3.2 and 6.8.5.2) shall not exceed Twenty-Seven Million Dollars and No

Cents (\$27,000,000.00) for each year so extended during any Second Extended Option Term.

6.8.3 Facilities Management/Operations and Telecommunications During the Second Extended Term and any Second Extended Option Term

6.8.3.1 The Maximum Contract Sum for Facilities Management/Operations and Telecommunications (including Local Office Hardware/Software maintenance) [CONTRACTOR's total designated consideration for furnishing all goods and services required hereunder for Facilities Management/Operations and Telecommunications (including Local Office Hardware/Software Maintenance) based on the Fixed Monthly Rates shown on Schedule X (Schedule of Payments During Second Extended Term) of Exhibit G (Schedule of Payments)] for this Agreement during the Second Extended Term shall not exceed Sixty-Seven Million Six Hundred Eighty Thousand Dollars and No Cents (\$67,680,000.00).

6.8.3.2 Should COUNTY determine to extend this Agreement pursuant to Subparagraph 5.5 (Second Extended Option Term), the Maximum Contract Sum to provide Facilities Management/Operations and Telecommunications (including Local Office Hardware/Software maintenance) [CONTRACTOR's total designated consideration for furnishing all goods and services required hereunder for Facilities Management/Operations and Telecommunications (including Local Office Hardware/Software maintenance) based on the Fixed Monthly Rates shown on Schedule Y (Schedule of Payments During Any Second Extended Option Term) of Exhibit G (Schedule of Payments)] shall not exceed Sixteen Million Nine Hundred Twenty Thousand Dollars and No Cents (\$16,920,000.00) for each year so extended during any Second Extended Option Term.

6.8.3.3 During the Second Extended Term and any Second Extended Option Term, CONTRACTOR shall provide all maintenance for all Local Office Hardware and Local Office Software, including, without limitation, as described in Paragraph 14.0 (Local Office Hardware/Software Maintenance), at no additional charge to COUNTY. The cost of such Local Office Hardware/Software maintenance is included in the Fixed Monthly Rates described in Subparagraphs 6.8.3.1 and 6.8.3.2.

The Fixed Monthly Rates described in Subparagraphs 6.8.3.1. and 6.8.3.2 also include the cost of all of the charges for all of the goods and services described in Schedules F (Local Office Hardware/Software Utilization Fixed Rate Price - Optional Years 1

and 2), L-EXT (Local Office Telecommunications Hardware/Software/Services Fixed Monthly Rate Prices for Additional and Expanded Local Office Sites During any Extended Term), M-EXT (Local Office Telecommunications Hardware/Software/Services Utilization Fixed Rate Prices for Up to 350 Dial-Up Users During any Extended Term) under Section I (For Up To 350 Dial-Up Users), P-EXT (Telecommunications Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term), and W-EXT (Electronic Benefit Transfer Facilities Management/Operations Fixed Rate Price During any Extended Term Schedule of Payments) of Exhibit G (Schedule of Payments), which schedules are applicable only to the Extended Term. During the Second Extended Term and any Second Extended Option Term, CONTRACTOR shall provide all of such goods and services at no additional cost to COUNTY.

Further, the Fixed Monthly Rates described in Subparagraphs 6.8.3.1 and 6.8.3.2 also include the costs of all tasks, subtasks, Deliverables, Subdeliverables, goods, services and other work set forth in Exhibit A (Statement of Work), as attached to Amendment Number Twelve, and all such tasks, subtasks, Deliverables, Subdeliverables, goods, services and other work shall be provided at no cost to COUNTY.

6.8.4 Additions to Local Office Hardware/Software and Related Services During the Second Extended Term and any Second Extended Option Term

During the Second Extended Term and any Second Extended Option Term, COUNTY, in its sole discretion, may supply additional Local Office Hardware (i.e., servers, workstations, laptops, printers, switches, routers, hubs and related cables, wiring and connectors) for use in the LEADER System, provided that the workstations and laptops in the LEADER System shall not exceed the total numbers set forth in this Subparagraph 6.8.4. COUNTY will supply any Local Office Software when required, as mutually determined in writing by COUNTY's Project Director and CONTRACTOR's Project Manager, for such additional Local Office Hardware, except that CONTRACTOR shall supply all Local Office Software needed for any such additional Local Office Hardware to connect with CONTRACTOR's proprietary architecture (e.g., middleware needed for Local Office Hardware servers, workstations, and laptops) at no cost to COUNTY. CONTRACTOR shall install such equipment (including all Local Office Software supplied by COUNTY and CONTRACTOR for such equipment and all applicable LEADER Application Software and Application Software Modifications and/or Enhancements for such equipment) in the LEADER System, and such equipment and software shall thereafter be a part of the LEADER System. Such Local Office Software to be supplied by COUNTY will include the

antivirus software and patch management software licenses, which software is currently supported by the manufacturer of such software, for a Local Office Hardware workstation, server, or laptop which has been supplied by COUNTY. As antivirus software and patch management software updates and patches become available, CONTRACTOR shall immediately, and in no event later than one Day after the update or patch is available, obtain, install, manage and distribute all such antivirus software updates and patches and patch management software updates and patches.

If COUNTY, in its sole discretion, elects to purchase such additional equipment from a vendor other than CONTRACTOR, COUNTY will submit a sample of such equipment to CONTRACTOR. CONTRACTOR shall promptly evaluate such equipment and advise COUNTY's Project Director whether or not such equipment is compatible with the LEADER System. If CONTRACTOR determines that such equipment is not compatible with the LEADER System, CONTRACTOR shall promptly advise COUNTY's Project Director, in writing, as to the specific reasons for such incompatibility. If CONTRACTOR determines that such equipment is compatible with the LEADER System and COUNTY thereafter determines to proceed with the addition of such equipment, then CONTRACTOR shall install such equipment (including all Local Office Software supplied by COUNTY and CONTRACTOR for such equipment and all applicable LEADER Application Software and Application Software Modifications and/or Enhancements for such equipment) in the LEADER System and such equipment and software shall thereafter be a part of the LEADER System.

If COUNTY, in its sole discretion, elects to purchase such additional equipment from CONTRACTOR, the purchase price for each item of such additional equipment shall be an amount not greater than CONTRACTOR's "Acquisition Costs" (as that term is herein defined) for such item, plus fifteen percent (15%) of such Acquisition Costs. If COUNTY determines to proceed with the addition of such equipment, then CONTRACTOR shall supply and install such equipment (including all Local Office Software supplied by COUNTY and CONTRACTOR for such equipment and all applicable LEADER Application Software and Application Software Modifications and/or Enhancements for such equipment) in the LEADER System and such equipment and software shall thereafter be a part of the LEADER System. CONTRACTOR shall, upon delivery of such additional equipment to COUNTY, invoice COUNTY for such additional equipment, and COUNTY will pay CONTRACTOR. Through an independent auditor paid for by COUNTY, and subject to appropriate confidentiality restrictions, COUNTY may audit CONTRACTOR's Acquisition Costs in the event COUNTY desires verification of the price and such costs. COUNTY's exercise of such audit rights shall not relieve COUNTY of the obligation to pay CONTRACTOR's invoice upon submission. "Acquisition Costs" shall be defined as the price invoiced to CONTRACTOR by its supplier(s), plus any incurred costs of CONTRACTOR for warranties or third-party licenses if COUNTY requests

warranties or licenses which are more extensive than the standard warranties or licenses provided by CONTRACTOR or the third-party supplier for such additional equipment, plus all direct costs of transportation, warehousing and staging incidental to the supply of such additional equipment for the LEADER System. Acquisition Costs do not include any installation costs or profit margin to CONTRACTOR.

COUNTY will pay CONTRACTOR for such installation services. CONTRACTOR's invoices submitted for such installation services shall include an accounting of the number and type of the Local Office Hardware items (i.e., servers, workstations, laptops, printers, switches, routers, hubs and related cables, wiring and connectors) and software (i.e., Local Office Software supplied by COUNTY and CONTRACTOR, LEADER Application Software and Application Software Modifications and/or Enhancements) installed on such Local Office Hardware items together with: (i) the Fixed One-Time Price for such services for each workstation or laptop, including related cables, wiring and connectors, installed or (ii) the number of person hours and the Fixed Hourly Rate for such services for each server, printer, switch, router, or hub, including related cables, wiring and connectors, installed. The Fixed One-Time Price and the Fixed Hourly Rate are shown on Schedule X (Schedule of Payments During Second Extended Term) or Schedule Y (Schedule of Payments During Any Second Extended Option Term), as applicable, of Exhibit G (Schedule of Payments).

COUNTY, in its sole discretion, may elect to increase the total number of workstations and laptops in the LEADER System to a maximum of 13,887 at any time during the Second Extended Term, and to a maximum of 14,373 at any time during the first twelve (12) months of any Second Extended Option Term, and to a maximum of 14,876 at any time during the second twelve (12) months of any Second Extended Option Term, and to a maximum of 15,397 at any time during the third twelve (12) months of any Second Extended Option Term, and to a maximum of 15,936 at any time during the fourth twelve (12) months of any Second Extended Option Term.

6.8.5 Application Software Modifications and/or Enhancements During the Second Extended Term and any Second Extended Option Term

6.8.5.1 The Maximum Contract Sum for Application Software Modifications and/or Enhancements (CONTRACTOR's total designated consideration for furnishing all goods and services required for the Application Software Modifications and/or Enhancements of LEADER Application Software as required hereunder) for this Agreement during the Second Extended Term shall not exceed Forty Million Three Hundred Twenty Thousand Dollars and No Cents (\$40,320,000.00). Once the Maximum Contract Sum for Application Software Modifications and/or Enhancements has been expended, CONTRACTOR shall have no

obligation to perform any further Application Software Modifications and/or Enhancements unless additional funds for such work have been authorized by COUNTY.

6.8.5.2 Should COUNTY determine to extend this Agreement pursuant to Subparagraph 5.5 (Second Extended Option Term), the Maximum Contract Sum for Application Software Modifications and/or Enhancements (as defined in Subparagraph 6.8.5.1) shall not exceed Ten Million Eighty Thousand Dollars and No Cents (\$10,080,000.00) for each year so extended during any Second Extended Option Term.

6.8.5.3 CONTRACTOR shall be reimbursed for only those Application Software Modifications and/or Enhancements which have had prior COUNTY approval and for which COUNTY has accepted completed Deliverables. CONTRACTOR's invoices submitted for these services shall include an accounting of COUNTY-approved Application Software Modifications and/or Enhancements, together with the number of person hours and the Fixed Hourly Rate for such services. The Fixed Hourly Rate is shown on Schedule X (Schedule of Payments During Second Extended Term) or Schedule Y (Schedule of Payments During Any Second Extended Option Term), as applicable, of Exhibit G (Schedule of Payments).

6.8.6 Telephone Company Charges During the Second Extended Term and any Second Extended Option Term

During the Second Extended Term and any Second Extended Option Term, CONTRACTOR shall pay all telephone company charges for all Core Network circuits, and COUNTY will pay all telephone company charges for all Local Office Network circuits.

6.8.7 Local Office Hardware Moves During the Second Extended Term and any Second Extended Option Term

During the Second Extended Term and any Second Extended Option Term, COUNTY, in its sole discretion, may elect to move Local Office Hardware from one Local Office Site to another Local Office Site or within a Local Office Site. If COUNTY determines to proceed with such a move of such equipment, then CONTRACTOR shall move such equipment. Such services shall include the moving of such equipment as well as the de-installation of such equipment in the LEADER System from the old location and the reinstallation of such equipment in the LEADER System at the new location.

CONTRACTOR's invoices submitted for such equipment moves shall include an accounting of the number and type of Local Office Hardware items moved, together with the number of person hours and the Fixed Hourly Rate for such

services. The Fixed Hourly Rate is shown on Schedule X (Schedule of Payments During Second Extended Term) or Schedule Y (Schedule of Payments During Any Second Extended Option Term), as applicable, of Exhibit G (Schedule of Payments).

6.8.8 Telecommunications for Additional Dial-Up Users During the Second Extended Term and any Second Extended Option Term

During the Second Extended Term and any Second Extended Option Term, COUNTY, in its sole discretion, may elect to increase the number of dial-up users in the LEADER System above 350 users. In such event, this Agreement shall be amended pursuant to Paragraph 49.0 (Modification Notices and Amendments) to require CONTRACTOR to provide the goods and services shown on Schedule M-SECOND-EXT (Telecommunications Hardware/Software/Services Fixed Prices for Over 350 Dial-Up Users During Second Extended Term and Any Second Extended Option Term) of Exhibit G (Schedule of Payments), as requested by COUNTY, based on the Maximum Fixed Monthly Rates and the Maximum Fixed One-Time Total Prices shown on Schedule M-SECOND-EXT. CONTRACTOR's invoices submitted for such goods and services shall include an accounting of the goods and services provided, together with the applicable Maximum Fixed Month Rate or the Maximum Fixed One-Time Total Price, as applicable, for such goods and services.

6.8.9 Budget Reductions During the Second Extended Term and any Second Extended Option Term

In the event that COUNTY's Board of Supervisors adopts a County Budget for fiscal years corresponding to the Second Extended Term or any Second Extended Option Term, which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees, which reductions are put into effect, and imposes similar reductions with respect to COUNTY agreements, COUNTY reserves the right to reduce its payment obligation correspondingly for such fiscal year(s) services provided by CONTRACTOR under this Agreement. COUNTY's notice to CONTRACTOR regarding said reduction in COUNTY's payment obligation shall be provided within thirty (30) Days of the Board of Supervisors' approval of such actions.

6.8.10 CONTRACTOR's Performance Obligation During the Second Extended Term and any Second Extended Option Term

Notwithstanding the limitations on funding identified in this Subparagraph 6.8, CONTRACTOR shall satisfactorily complete and provide all goods and services required in this Agreement."

32. Subparagraph 7.9 (Invoicing and Payment During the Second Extended Term and any Second Extended Option Term) of Paragraph 7.0 (Invoices and Payments) of the Base Agreement is added to read:

“7.9 Invoicing and Payment During the Second Extended Term and any Second Extended Option Term

As provided in Subparagraph 6.8 (Fixed Price Contract Sums and Charges During the Second Extended Term and any Second Extended Option Term), and Schedules X (Schedule of Payments During the Second Extended Term), Y (Schedule of Payments During any Second Extended Option Term), and M-SECOND-EXT (Telecommunications Hardware/Software/Services Fixed Prices for Over 350 Dial-Up Users During Second Extended Term and Any Second Extended Option Term) of Exhibit G (Schedule of Payments), during the Second Extended Term and any Second Extended Option Term, CONTRACTOR shall invoice COUNTY and COUNTY will pay CONTRACTOR monthly in arrears only for Facilities Management/Operations and Telecommunications (including Local Office Hardware/Software maintenance), for Application Software Modifications and/or Enhancements, for Local Office Hardware and software installation services related to COUNTY-supplied additional Local Office Hardware, Local Office Hardware moves, and for telecommunications hardware, software, and services for additional dial-up users.”

33. Subparagraph 9.2 (Insurance) of Paragraph 9.0 (Indemnification and Insurance) of the Base Agreement is amended to read:

“9.2 Insurance

Without limiting CONTRACTOR's indemnification of COUNTY, and during the Initial Term, the Extended Term, the Second Extended Term, and any Second Extended Option Term, CONTRACTOR shall provide and maintain at its own expense the below-described programs of insurance. Such programs and evidence of insurance shall be satisfactory to COUNTY and shall be primary to and not contributing with any other insurance maintained by COUNTY. Certificate(s) or other evidence of insurance coverage or certificates evidencing self-insurance and certified copy(ies) of additional insured endorsement(s), shall be delivered to COUNTY's Project Director, prior to CONTRACTOR commencing performance under this Agreement. Thereafter, certificates or other evidence of insurance coverage or self-insurance and certified copy(ies) of additional insured endorsement(s) shall be delivered on an annual basis to COUNTY's Project Director, setting forth that the same or greater coverage is in effect for the next year. All such certificates of insurance shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by certified mail at least thirty (30) Days in advance of any modification or termination of insurance.”

34. Subparagraph 9.3 (Failure to Procure Insurance) of Paragraph 9.0 (Indemnification and Insurance) of the Base Agreement is amended to read:

“9.3 Failure to Procure Insurance

Failure on the part of CONTRACTOR to procure and maintain during the Initial Term, the Extended Term, the Second Extended Term, and any Second Extended Option Term, all insurance required herein shall constitute a material breach of this Agreement.”

35. Subparagraph 13.1.6 of Subparagraph 13.1 (General) of Paragraph 13.0 (Warranties) of the Base Agreement is amended to read:

“13.1.6 Other than Software provided to CONTRACTOR and/or COUNTY pursuant to a license, CONTRACTOR has good and marketable title to all tangible and intangible property included among the hardware and Software used by CONTRACTOR or to be delivered to COUNTY in connection with this Agreement. All such hardware and Software shall at all times during this Agreement be free and clear of all security interests, liens, claims, or encumbrances of any nature or kind whatsoever. Upon expiration of the Extended Term or upon expiration or termination of this Agreement, as applicable, all Local Office Hardware and LEADER System Software to which COUNTY is to receive title (other than Software to be provided to COUNTY pursuant to a license) shall be transferred to COUNTY free and clear of all security interests, liens, claims, or encumbrances of any nature or kind whatsoever, and shall be fully functional and in good operating condition and repair).”

36. Subparagraph 13.2.1 (LEADER System Warranty) of Subparagraph 13.2 (LEADER System) of Paragraph 13.0 (Warranties) of the Base Agreement is amended to read:

“13.2.1 LEADER System Warranty

The LEADER System shall meet or exceed the functionality, response and availability standards set forth in this Agreement as such standards are further described and interpreted in COUNTY-approved and COUNTY-accepted Deliverables and Subdeliverables. In the event of a contradiction, conflict or inconsistency between prior statements of requirements and a later COUNTY-approved Deliverable or Subdeliverable, the contradiction, conflict or inconsistency shall be resolved in favor of the latest COUNTY-approved Deliverable or Subdeliverable. CONTRACTOR shall operate a complete LEADER System as specified herein and the LEADER System and all modifications or enhancements thereto shall perform in accordance with the Specifications for the Initial Term, the Extended Term, the Second Extended Term, and any Second Extended Option Term. All tasks, subtasks, Deliverables, Subdeliverables, goods, services and other work provided shall be complete, timely, uniform in appearance, and prepared by qualified

personnel pursuant to professional standards. In the event of any interruption of service, or failure of equipment as herein agreed, CONTRACTOR shall restore the services or repair or replace the equipment for COUNTY during the term of this Agreement in accordance with the Specifications.”

37. Subparagraph 13.2.3 (Limitation on Error Correction) of Subparagraph 13.2 (LEADER System) of Paragraph 13.0 (Warranties) of the Base Agreement is amended to read:

“13.2.3 Limitation on Error Correction

CONTRACTOR does not warrant that LEADER System Software will be free of all Errors, but CONTRACTOR warrants that all Errors will be corrected in a manner consistent with this Agreement. CONTRACTOR shall have no obligation to make warranty corrections attributable to items falling outside the scope of the warranty. During the Extended Term, the Second Extended Term, and any Second Extended Option Term, CONTRACTOR shall only be obligated to correct Errors to LEADER Application Software and Development Modifications pursuant to this warranty if COUNTY has elected to receive and pay for Application Software Modifications and/or Enhancements pursuant to Subparagraphs 6.1.5.2 and 6.8.5 (Application Software Modifications and/or Enhancements During the Second Extended Term and any Second Extended Option Term). The following items shall fall outside the scope of the warranty:

- items attributable to COUNTY's modification of the LEADER System not performed by CONTRACTOR or without CONTRACTOR's prior consent;

- items which would have been avoided by COUNTY's use of COUNTY accepted and approved corrections or enhancements made available to COUNTY by CONTRACTOR and items arising from COUNTY's failure to use such corrections or enhancements;

- items attributable to COUNTY's use of the LEADER System in combination with any product other than products specified or approved in writing by CONTRACTOR.

- items attributable to (i) incompatible changes of data, or (ii) erroneous or incomplete data, received from other automated or manual systems with which the LEADER System interfaces;

- items attributable to hardware, software, or telecommunications equipment which are:

- not a part of the LEADER System, and which are: (i) inadequate to allow proper operation of the LEADER System and outside the Specifications of the LEADER System; or (ii) not operated in accordance with the manufacturer's specifications; or (iii) items

attributable to operation or utilization of the LEADER System by COUNTY in a manner not provided for by this Agreement, or otherwise approved by CONTRACTOR.”

38. Paragraph 14.0 (Local Office Hardware Repair/Replacement) of the Base Agreement is amended to read:

“14.0 LOCAL OFFICE HARDWARE/SOFTWARE MAINTENANCE

- 14.1 During the Initial Term and the Extended Term, CONTRACTOR shall repair or replace any Local Office Hardware which fails to perform in accordance with requirements as stated in Exhibit C (System Architecture, Technical and Hardware Requirements). Repair and replacement of such hardware shall be accomplished in accordance with the requirements of Exhibit C. In the event any Local Office Hardware component fails during the last two (2) hours of a Working Day, the repair or replacement may be continued to the beginning of the next Working Day, at COUNTY's option. Replacement of any Local Office Hardware shall be subject to prior review and approval of COUNTY's Project Director.

All Local Office Hardware identified to be in need of repair or replacement during the Extended Term shall continue to be CONTRACTOR's responsibility pursuant to this Subparagraph 14.1, even if the repair and replacement work extends into, or otherwise takes place during, the Second Extended Term or any Second Extended Option Term.

- 14.2 During the Second Extended Term and any Second Extended Option Term, CONTRACTOR shall repair, or supply and install replacement parts of whole units of, or (if required as set forth in the second paragraph of this Subparagraph 14.2) install COUNTY-supplied whole unit replacements of, any Local Office Hardware which fails to perform in accordance with requirements as stated in Exhibit C (System Architecture, Technical and Hardware Requirements). Repair and replacement of such hardware shall be accomplished in accordance with the requirements of Exhibit C and the provisions of this Subparagraph 14.2, and shall meet or exceed the operating specifications of the manufacturer of such equipment, which specifications are determined to be compatible with the LEADER System as certified in writing by CONTRACTOR and approved in writing by COUNTY's Project Director. CONTRACTOR's installation work, including, without limitation, the installation of Local Office Software for such equipment and all applicable LEADER Application Software and Application Software Modifications and/or Enhancements for such equipment, shall be at no cost to COUNTY. In the event any Local Office Hardware component fails during the last two (2) hours of a Working Day, the repair or replacement may be continued to the beginning of the next Working Day, at COUNTY's option. Replacement of any Local Office Hardware shall be subject to prior review and

approval of COUNTY's Project Director and the provisions of this Subparagraph 14.2.

During the Second Extended Term and any Second Extended Option Term, COUNTY will provide whole unit replacements for Local Office Hardware only when COUNTY's Project Director and CONTRACTOR's Project Manager mutually determine in writing that replacement parts are no longer commercially available from the manufacturer or third-party suppliers, or that the equipment cannot be repaired due to abuse of equipment (environmental damage, physical damage due to mishandling, force majeure, etc.). COUNTY will supply whole unit replacements and related cables, wiring and connectors that have been evaluated by CONTRACTOR and determined in writing to be compatible with the LEADER System. As used in this Paragraph 14.0, the term "whole unit" means any of the following Local Office Hardware items: workstation chassis (including all internal components), laptop, monitor, mouse, keyboard, server chassis (including all internal components), switch, router, hub, and printer, as such list of items may be modified from time to time by COUNTY's Project Director, in his sole discretion. COUNTY will be responsible for disposing of any equipment that is replaced by whole units.

14.3

During the Second Extended Term and any Second Extended Option Term, CONTRACTOR shall reinstall, reconfigure, and otherwise correct any Local Office Software which fails to perform in accordance with requirements as stated in Exhibit C (System Architecture, Technical and Hardware Requirements). Such maintenance of such software shall be accomplished in accordance with the requirements of Exhibit C. In the event any Local Office Software component fails during the last two (2) hours of a Working Day, the maintenance may be continued to the beginning of the next Working Day at COUNTY's option. The acquisition of any Local Office Software for a whole unit of Local Office Hardware which has been replaced pursuant to Subparagraph 14.2 shall be subject to prior review and written approval of COUNTY's Project Director and the provisions of this Subparagraph 14.3.

During the Second Extended Term and any Second Extended Option Term, COUNTY will supply any Local Office Software when required, as mutually determined in writing by COUNTY's Project Director and CONTRACTOR's Project Manager, for a whole unit of Local Office Hardware, which has been supplied by COUNTY and replaced pursuant to Subparagraph 14.2, except that CONTRACTOR shall supply all Local Office Software needed for any such whole unit of Local Office Hardware to connect with CONTRACTOR's proprietary architecture (e.g., middleware needed for Local Office Hardware servers, workstations, and laptops) at no cost to COUNTY. CONTRACTOR shall install such Local Office Software on such Local Office Hardware at no cost to COUNTY.

Such Local Office Software to be supplied by COUNTY will include the antivirus software and patch management software licenses, which software is currently supported by the manufacturer of such software, for a Local Office Hardware workstation chassis, server chassis, or laptop which has been supplied by COUNTY and replaced pursuant to Subparagraph 14.2. As antivirus software and patch management software updates and patches become available, CONTRACTOR shall immediately, and in no event later than one Day after the update or patch is available, obtain, install, manage and distribute all such antivirus software updates and patches and patch management software updates and patches.”

39. Subparagraph 15.1 (System Data Security) of Paragraph 15.0 (Data Security and Protection of the LEADER System) of the Base Agreement is amended to read:

“15.1 System Data Security

CONTRACTOR hereby acknowledges the right of privacy of all persons concerning whom System Data are filed in the LEADER System. CONTRACTOR shall protect, secure and keep confidential all System Data received or produced under this Agreement, in compliance with the provisions of California Welfare and Institutions Code Section 10850 and subject to Subparagraph 12.2.5. Further, CONTRACTOR shall take all reasonable security procedures necessary or advisable to protect all System Data in its possession, custody or control from loss or damage by any cause, including, without limitation, fire, theft or other catastrophe. CONTRACTOR shall not use the System Data for any purpose or reason other than to fulfill its obligations under this Agreement.”

40. Paragraph 16.0 (Assignment and Delegation) of the Base Agreement is amended to read:

“16.0 ASSIGNMENT AND DELEGATION

- A. CONTRACTOR shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 16.0, COUNTY consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Agreement shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.
- B. Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a

way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.

- C. Any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR."

- 41. Subparagraph 34.1 of Paragraph 34.0 (Termination For Default) of the Base Agreement is amended to read:

"34.1 COUNTY may, by giving five (5) Days prior written notice to CONTRACTOR, terminate this Agreement, or COUNTY may terminate certain work to be performed by CONTRACTOR under this Agreement if, any one or all of the following occur(s).

- A. CONTRACTOR has materially breached this Agreement, or fails to comply in all material respects with any material provisions of this Agreement, and CONTRACTOR fails to cure or to initiate convincing remedial measures with respect to any such breach or failure within a period of ten (10) Days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying any such breach or failure. However, CONTRACTOR shall not be entitled to or permitted to attempt to cure the breach or initiate remedial measures to cure the breach, if COUNTY's notice sets forth that in the good-faith judgment of COUNTY the breach by CONTRACTOR cannot be cured by CONTRACTOR, or cannot be remedied by CONTRACTOR in a reasonable time.
- B. CONTRACTOR (i) fails to deliver one of the Deliverables or Subdeliverables set forth in the table below or complete one of the Tasks set forth in the table below, within the number of Days set forth beside its name from the Day COUNTY gives notice to CONTRACTOR that the Deliverable, Subdeliverable or Task is late, (ii) fails to commence the Pilot Office Test or fails to complete Countywide Implementation on or prior to the scheduled dates for such items set forth in this Agreement, or (iii) fails to deliver or complete any other Deliverable, Subdeliverable or Task, not referenced in the table, within thirty (30) Days from the Day COUNTY gives notice to CONTRACTOR that the Deliverable, Subdeliverable or

Task is late. Time is of the essence for the completion of the System Development and Acceptance Test tasks within the cure period set forth above. In addition, time is of the essence of this Agreement with respect to the commencement of the Pilot Office Test and completion Countywide Implementation for which there is no cure period

Name of Deliverable, Task or Subdeliverable	Days to Cure Late Delivery From Date of COUNTY's Notice
System Development	30 Days
Requirements Specification Document	30 Days
General System Design Document	30 Days
Detailed System Design Document	30 Days
Code and Unit Test	30 Days
Welfare Reform Modifications	30 Days
Acceptance Test	90 Days
Project Control Document	30 Days
LEADER Telecommunications Design Document	90 Days
Countywide Implementation Plan-Final	90 Days
Turnover/Transition Plan	90 Days
LEADER Facilities Management, Operation and Maintenance Plan	90 Days
LEADER Training Plan	90 Days
Conversion Plan	90 Days
Conversion System Test Report	60 Days
Site Preparation Plans (for each site)	45 Days

- C. Other than as set forth in Subpart B above, CONTRACTOR habitually and regularly fails in a material respect to satisfactorily perform or provide quality tasks, goods, services or other work specified in this Agreement in accordance with the standards in the Agreement during the Initial Term, the Extended Term, the Second Extended Term, or any Second Extended Option Term where such failures cumulatively constitute a breach of this Agreement; and CONTRACTOR fails to cure or to initiate convincing remedial measures with respect to any such breach or failure within a period of ten (10) Days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying any such breach or failure.
- D. CONTRACTOR fails to demonstrate a strong probability of successful completion of all material requirements of the Specifications.”

42. Paragraph 36.0 (Remedy for Breach, and Damages to County – Limitation of Liability) of the Base Agreement is amended to read:

“36.0 REMEDY FOR BREACH, AND DAMAGES TO COUNTY – LIMITATION OF LIABILITY

If COUNTY incurs any damages from any breach or default of this Agreement by CONTRACTOR not caused or excused either by COUNTY, any third-party contractor of COUNTY (but not including any subcontractor of CONTRACTOR), any third party acting on behalf of COUNTY (but not including any subcontractor of CONTRACTOR), or by force majeure, COUNTY shall be entitled to recover such damages caused by such breach, including, without limitation, reimbursement for all financial and economic losses or injuries, from CONTRACTOR, subject only to the following limitations:

- A. For damages occurring on or prior to completion of Countywide Implementation, CONTRACTOR shall not be liable to COUNTY for consequential, indirect or special damages; and CONTRACTOR's maximum liability for direct damages (including damages for procurement of a replacement LEADER System) and for liquidated damages assessed pursuant to Subparagraph 10.2 (Computation of Liquidated Damages) shall be the lesser of:
 - 1. COUNTY's actual damages, or
 - 2. an amount equal to all amounts paid to and/or due to CONTRACTOR by COUNTY hereunder for unpaid invoices plus Seventy-Five Million Dollars (\$75,000,000.00).

- B. For damages occurring subsequent to completion of Countywide Implementation, CONTRACTOR's entire aggregate liability to COUNTY for any loss or direct, consequential, indirect or special damages (including liquidated damages assessed pursuant to Subparagraph 10.2 (Computation of Liquidated Damages)), shall be limited in an amount as follows:
1. Such amount shall not exceed an amount equal to all amounts paid to and/or due to CONTRACTOR by COUNTY hereunder for unpaid invoices plus Seventy-Five Million Dollars (\$75,000,000.00) if such damages first occur following completion of Countywide Implementation but before CONTRACTOR successfully completes Subtask 6.10 (Verify Completion of Countywide Implementation) and COUNTY has approved, in writing, Subdeliverable 6.10 (Post-Countywide Implementation Verification Report).
 2. Such amount shall not exceed Seventy Million Dollars (\$70,000,000.00) if such damages first occur during the period commencing on COUNTY's approval, in writing, of Subdeliverable 6.10 (Post-Countywide Implementation Verification Report) and ending at the twelfth (12th) month following Countywide Implementation.
 3. Such amount shall not exceed Sixty Million Dollars (\$60,000,000.00) if such damages first occur during the thirteen (13th) through twenty-fourth (24th) months following Countywide Implementation.
 4. Such amount shall not exceed Fifty Million Dollars (\$50,000,000.00) if such damages first occur during the twenty-fifth (25th) through thirty-sixth (36th) months following Countywide Implementation.
 5. Such amount shall not exceed Forty Million Dollars (\$40,000,000.00) if such damages first occur during the thirty-seventh (37th) through forty-eight (48th) months following Countywide Implementation.
 6. Such amount shall not exceed Fifteen Million Dollars (\$15,000,000.00) if such damages first occur during the Extended Term.
 7. Such amount shall not exceed Twenty-Five Million Dollars (\$25,000,000.00) if such damages first occur during the Second Extended Term or any Second Extended Option Term.

However, CONTRACTOR shall not be liable for consequential, indirect or special damages arising out of:

1. claims, demands or actions against COUNTY by a welfare recipient or his/her family;
2. penalties or assessments imposed by the federal government against COUNTY;
3. losses or damages to COUNTY caused by fraud, abuse or misuse of the LEADER System by anyone who has been a COUNTY employee, welfare recipient, or any person given access to the LEADER System by anyone who has been a COUNTY employee; or
4. overpayment to a welfare recipient which COUNTY can reasonably recover or offset against future payments to the welfare recipient by using COUNTY's standard over-payment recovery and offset procedures.

- C. The limitations of CONTRACTOR's liability set forth in Subparts A and B above shall not apply in cases where COUNTY's loss or damage was caused by any claims covered by Subparagraph 9.1 (Indemnification), or claims for intellectual property infringement covered by Paragraph 21.0 (Patent, Copyright and Trade Secret Indemnification), and in such cases the indemnities set forth in Subparagraph 9.1 or Paragraph 21.0 shall be COUNTY's sole and exclusive remedies.

The assessment of liquidated damages set forth in Subparagraph 10.2 (Computation of Liquidated Damages) shall not constitute a waiver or release of any other remedy COUNTY may have under this Agreement for CONTRACTOR's breach of this Agreement, including without limitation, COUNTY's right to terminate this Agreement as set forth in Paragraph 34.0 (Termination for Default) and COUNTY's right to claim damages under this Paragraph 36.0. The provisions of this Paragraph 36.0 shall apply regardless of the form of action (whether in contract, tort, statute or otherwise). The limitations of liability in this Agreement shall survive termination of this Agreement for any reason or no reason whatsoever."

43. Paragraph 57.0 (CONTRACTOR Responsibility and Debarment) of the Base Agreement is amended to read:

"57.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor who has demonstrated the attribute of

trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible contractors.

- B. CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this Agreement, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not to exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.
- C. COUNTY may debar a contractor if COUNTY's Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated any term of a contract with COUNTY or a non-profit corporation created by COUNTY; (2) committed any act or mission which negatively reflects on CONTRACTOR's quality, fitness, or capacity to perform a contract with COUNTY, any other public entity, or a non-profit corporation created by COUNTY, or engaged in a pattern of practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against COUNTY or any other public entity.
- D. If there is evidence that CONTRACTOR may be subject to debarment, COUNTY's Department of Public Social Services ("DPSS") will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After that hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If CONTRACTOR has been debarred for a period of longer than five (5) years, CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of COUNTY.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reductions of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of COUNTY contractors."

44. Exhibit A (Statement of Work) is amended by replacing Page A-68 with a correspondingly numbered page and by adding Pages A-68.i and A-68.66 through A-68.91, each page dated December 2006, attached hereto and incorporated herein by reference.

45. The title of Section 15 (Co-location of Certain COUNTY and CONTRACTOR Staff During the Operational Period and any Extended Term) of Attachment 5 (Technical Clarifications) of Exhibit A (Statement of Work), as previously amended in Amendment Number Ten, is further amended to read:

"15. Co-location of Certain COUNTY and CONTRACTOR Staff During the Operational Period, the Extended Term, the Second Extended Term and any Second Extended Option Term"

All references in this Agreement to “Section 15 (Co-location of Certain COUNTY and CONTRACTOR Staff During the Operational Period)” of Attachment 5 (Technical Clarifications) of Exhibit A (Statement of Work) shall be deemed amended to state “Section 15 (Co-location of Certain COUNTY and CONTRACTOR Staff During the Operational Period, the Extended Term, the Second Extended Term and any Second Extended Option Term)”.

46. Attachment 2 (Weekly Status Report Format) of Exhibit A (Statement of Work) is deleted in its entirety and revised Attachment 2 (Weekly Status Report Format), Pages A-71 through A-74, each page dated December 2006, attached hereto and incorporated herein by reference, is substituted in lieu thereof.
47. Exhibit A (Statement of Work) is amended by adding thereto Attachment 21 (LEADER Application Software Modifications and/or Enhancements By Each Staff Person Report Format), Pages A-184 through A-185, each page dated December 2006, attached hereto and incorporated herein by reference.
48. The title of Schedule E (Local Office Hardware/Software Utilization Fixed Rate Price) of Exhibit G (Schedule of Payments) is amended to read:

“Local Office Hardware/Software Utilization Fixed Rate Price During the Initial Term”

All references in this Agreement to “Schedule E (Local Office Hardware/Software Utilization Fixed Rate Price)” of Exhibit G (Schedule of Payments) shall be deemed amended to state “Schedule E (Local Office Hardware/Software Utilization Fixed Rate Price During the Initial Term)”.

49. Effective May 1, 2007, Schedule I (Hourly Rate Structure for Proposed Staff) of Exhibit G (Schedule of Payments) is deleted in its entirety and revised Schedule I (Hourly Rate Structure for Proposed Staff During the Second Extended Term and any Second Extended Option Term), Pages G-31 and G-32, each page dated December 2006, attached hereto and incorporated herein by reference, is substituted in lieu thereof.
50. Exhibit G (Schedule of Payments) is amended by adding thereto Schedule X (Schedule of Payments During Second Extended Term), Page G-55, dated December 2006, attached hereto and incorporated herein by reference.
51. Exhibit G (Schedule of Payments) is amended by adding thereto Schedule Y (Schedule of Payments During Any Second Extended Option Term), Page G-56, dated December 2006, attached hereto and incorporated herein by reference.
52. Exhibit G (Schedule of Payments) is amended by adding thereto Schedule M-SECOND-EXT (Telecommunications Hardware/Software/Services Fixed Prices for Over 350 Dial-Up Users During Second Extended Term and Any Second Extended Option Term), Pages

G-57 through G-60, each page dated December 2006, attached hereto and incorporated herein by reference.

53. CONTRACTOR and COUNTY agree that the "Whereas" clauses in this Amendment Number Twelve are hereby incorporated into this Amendment Number Twelve as though fully set forth hereat.
54. CONTRACTOR represents and warrants that the person executing this Amendment Number Twelve for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Amendment Number Twelve and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.
55. This Amendment Number Twelve shall be effective only after COUNTY has received written notice that the federal and State governments have approved this Amendment Number Twelve.
56. Notwithstanding the effective date of this Amendment Number Twelve as described in Paragraph 55, prior to May 1, 2007, CONTRACTOR shall, at no cost to COUNTY, perform Subtasks 15.1 (Update the LEADER Project Control Document), 15.2 (Update Hardware and Software Requirements), 15.7 (Update Network Management and Help Desk Procedures), 15.9 (Local Office Hardware Transition), 15.10 (Local Office Hardware Transfer) 15.11 (Local Office Software Licenses Transition), 15.12 (Local Office Software Licenses) 15.13 (Update Turnover/Transition Plan), and 15.14 (Update Facilities Management, Operations and Maintenance Plan) and provide Subdeliverables 15.1 (Updated LEADER Project Control Document), 15.2 (Updated Hardware and Software Requirements Document), 15.7 (Updated Network Management and Help Desk Procedures), 15.9 (Local Office Hardware Transition Document), 15.10 (Local Office Hardware Transfer Documents), 15.11 (Local Office Software Licenses Transition Document), 15.12 (Local Office Software License Documents), 15.13 (Updated Turnover/Transition Plan), 15.14.1 (Updated Facilities Management, Operations and Maintenance Plan), and 15.14.2 (Local Office Sites Listing), as included in Exhibit A (Statement of Work) as attached to this Amendment Twelve, as and when requested by COUNTY's Project Director.
57. Other Provisions of Agreement.

Except as provided in this Amendment, all other terms and conditions of Agreement shall remain in full force and effect.

AMENDMENT NUMBER TWELVE TO
COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Amendment Number Twelve to COUNTY Agreement Number 68587 to be subscribed by its Chair, and the seal of such Board to be affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment Number Twelve to be subscribed on its behalf by its duly authorized officer, this _____ day of _____, 2007.

COUNTY OF LOS ANGELES

By _____

Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI, Executive Officer
Clerk of the Board of Supervisors of the
County of Los Angeles

By _____
Deputy


UNISYS CORPORATION

By  _____

Name Brian T. Maloney

Title President, Global Industries

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
James Kashian
Principal Deputy County Counsel

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

**A6.0 LEADER APPLICATION SOFTWARE MODIFICATIONS
AND/OR ENHANCEMENTS**

CONTRACTOR shall be responsible for maintaining the LEADER Application Software for the entire term of this Agreement. Timely updates and corrective actions relative to functional, operational, and performance deficiencies are considered part of normal facilities maintenance. Incorporation of requested changes is considered modifications and/or enhancements. CONTRACTOR shall be responsible for timely and systematic software modification, appropriate levels of testing, maintenance of systems documentation, and the smooth migration of accepted software modifications into operations. This application modification shall be done in conformance with a LEADER Application Software Modifications and/or Enhancements Plan.

CONTRACTOR shall deliver monthly modifications and enhancements reports which shall account for CONTRACTOR maintenance activities for the reporting period. These reports shall identify outstanding maintenance work, work in progress, completed work, and plans for completion. They shall also provide information on staff utilization and allocation. These reports shall be a basis for approving CONTRACTOR billing. During the Second Extended Term and any Second Extended Option Term, CONTRACTOR shall continue to submit to COUNTY the currently approved reports that are attached to the monthly LEADER Application Software Modifications and/or Enhancements billing report. In addition, during the Second Extended Term and any Second Extended Option Term, CONTRACTOR shall provide a monthly report identifying the total number of hours allocated for each of the Application Software Modifications and/or Enhancements that

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

was worked on in the prior month and the number of hours expended on each of the Application Software Modifications and/or Enhancements by each staff person using the format in Attachment 21 (LEADER Application Software Modifications and/or Enhancements by Each Staff Person Report Format) to this Exhibit A, which Attachment may be modified from time to time by COUNTY's Project Director, in his sole discretion. CONTRACTOR shall deliver the LEADER Application Software Modifications and/or Enhancements by Each Staff Person Report no later than the tenth working day of each month. CONTRACTOR shall deliver this report in hard copy as well as electronic format, specifically Microsoft Excel, or prevalent spreadsheet format, to the COUNTY.

CONTRACTOR shall provide detailed work plans, using Microsoft Project or other software approved by COUNTY's Project Director, in his sole discretion, showing tasks, subtasks, and associated duration, staff names, and hours for each task and subtask by each staff person, for each of the proposed Application Software Modifications and/or Enhancements cost estimates. For each of the Application Software Modifications and/or Enhancements, CONTRACTOR shall provide work plan updates, including, without limitation, tasks, subtasks, dependencies among tasks and subtasks, percentage of tasks and subtasks completed, start date, original projected end date, new projected end date, staff names, staff hours completed, staff hours remaining, staff/resource leveling and hours allocated by each staff person (to avoid over-allocation of hours), and the work plan updates shall be provided to the COUNTY's Project Director on a weekly basis

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

**A4.15.0 TASK 15.0 – LEADER SYSTEM CHANGES FOR SECOND EXTENDED TERM
AND ANY SECOND EXTENDED OPTION TERM**

DESCRIPTION

CONTRACTOR shall design, test, and implement the Technology Refresh to meet or exceed the service levels under this Agreement and to leverage the advanced security features of current technology for the LEADER System, including, without limitation, the Bridged Environment.

CONTRACTOR's general scope of work to be performed in this Task 15.0 shall include the following and all of the work described in Subtasks 15.1 (Update the LEADER Project Control Document) through 15.16 (Install, Test and Implement Bridged Environment):

- CONTRACTOR shall identify and describe all hardware and software required for the operation of the LEADER System for the Second Extended Term and any Second Extended Option Term.
- Complete design, installation, testing, and implementation of the Technology Refresh.
- Complete design, installation, connection, testing, and implementation of the Bridged Environment.
- CONTRACTOR, in conjunction with COUNTY, shall develop procedures for the certification by CONTRACTOR, installation, configuration, testing, and implementation of COUNTY-specified non-LEADER System software on COUNTY-specified workstations and laptops using the Bridged Environment.

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

- Provide, design, install, test, and implement the Bridged Environment for COUNTY-specified workstations and laptops in COUNTY's enterprise network (LANet/EN) to have access to the LEADER System for up to the total number of workstations and laptops in the LEADER System as authorized under Subparagraph 6.8.4 (Additions to Local Office Hardware/Software and Related Services During the Second Extended Term and any Second Extended Option Term) of the Base Agreement.
- The definition, design, test and implementation of all LEADER System functionality to incorporate all changes under this Task 15.0. CONTRACTOR agrees, represents and warrants the changes under this Task 15.0 shall not adversely affect the LEADER System functionality and shall meet or exceed the Specifications, including, without limitation, all service levels.
- Update the LEADER Project Control Document (PCD).
- Update the specific portions of the Software Documentation defined in Subparagraph 3.29 (Software Documentation) of Paragraph 3.0 (Definitions) of the Base Agreement that have been impacted or affected by the changes under this Task 15.0.
- Conduct performance modeling in accordance with the requirements defined in Subtask 15.3 (Conduct System Testing and Performance Modeling for the Technology Refresh).
- Conduct a Live Test of the Technology Refresh in the currently deployed Local Office Sites for a period of not less than thirty (30) consecutive Days.

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

- Provide to COUNTY a complete copy of the latest version of the LEADER System Software and the specific updated portions of the Software Documentation.

A4.15.1 SUBTASK 15.1 – UPDATE THE LEADER PROJECT CONTROL DOCUMENT

CONTRACTOR shall develop an update to the LEADER PCD that fully documents the scope of work, schedule, work plan, activities, goods and services required to complete the tasks and subtasks set forth in this Task 15.0, as previously provided in Subtask 1.1 (Develop Project Control Document (PCD)).

A4.15.1.1 SUBDELIVERABLE 15.1 – UPDATED LEADER PROJECT CONTROL DOCUMENT

CONTRACTOR shall complete Subtask 15.1 (Update the LEADER Project Control Document) and deliver the updated PCD to COUNTY's Project Director no later than forty (40) working days prior to the expiration of the Extended Term.

A4.15.2 SUBTASK 15.2 – UPDATE HARDWARE AND SOFTWARE REQUIREMENTS

CONTRACTOR shall update, identify and describe all hardware and software required for the operation of the LEADER System as previously provided in Subtask 2.2.7 (Finalize Hardware and Software Requirements). CONTRACTOR shall include all hardware and software specifications for all hardware on each processing tier. The updated Hardware and Software Requirements Document shall:

- Describe hardware and software usage at each location;
- Identify hardware and software, including operating system specifications;
- Specify amount of hardware and software;

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

- Identify the location of all the hardware and software;
- Document the design specifications for the Technology Refresh in sufficient detail to enable COUNTY to determine compliance with the Specifications, including, without limitation, all service levels. The Technology Refresh shall replace obsolete, out-of-service, or insufficient technology, in order to support LEADER System growth projections during the Second Extended Term and any Second Extended Option Term. The Technology Refresh shall include the following and any additional hardware and software needed to comply with the Specifications, including, without limitation, all service levels:
 - a. Unisys Dorado 380 enterprise servers or the latest available Unisys enterprise servers at the time of installation with integrated high-speed disk subsystem at the Core Sites to support LEADER System growth projections and to maintain a copy/mirror of System Data.
 - b. Magnetic disk and tape equipment upgrade at the back-up site to support efficient disaster recovery or timely restoration of the LEADER System in the event of any failures or interruptions of services at the Core Sites due to any reason, including, without limitation, Disabling Devices, environmental damage, physical damage, or force majeure.
 - c. High-performance multilayer/modular switches with integrated firewall intrusion prevention/detection, high-speed Wide Area Network (WAN) interface, and 10/100/Gigabit Ethernet service modules at all Core Sites.

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

- d. Firewalls at the Downey and Mission Viejo circuit concentrators that effectively permit authorized (or prevent unauthorized) traffic through the network gateways into and out of the LEADER System.
- e. Intrusion prevention systems at the Downey and Mission Viejo circuit concentrators that reinforce the network gateways into and out of the LEADER System to prevent attacks or infiltration from/by Disabling Devices.
- f. Security management station or console at the LPMO to facilitate centralized management of network security devices in the LEADER System.
- g. State-of-the-art enterprise print servers at the central print facility and disaster recovery print facility to maintain batch printing performance and quality of service.

A4.15.2.1 SUBDELIVERABLE 15.2 – UPDATED HARDWARE AND SOFTWARE REQUIREMENTS DOCUMENT

CONTRACTOR shall complete Subtask 15.2 (Update Hardware and Software Requirements) and deliver to COUNTY's Project Director for approval, no later than twenty (20) working days prior to the expiration of the Extended Term, the updated Hardware and Software Requirements Document, including, without limitation, the design specifications for the Technology Refresh in accordance with Subtask 15.2 and the PCD.

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

**A4.15.3 SUBTASK 15.3 – CONDUCT SYSTEM TESTING AND PERFORMANCE MODELING
FOR THE TECHNOLOGY REFRESH**

CONTRACTOR shall perform system testing of the Technology Refresh to ensure all LEADER System functionality and record and track all testing activities. CONTRACTOR shall document the Errors detected, maintain an automated Error tracking log, and document corrective action taken. Tests shall be constructed to evaluate whether the Technology Refresh meets all specifications as described in this Task 15.0.

CONTRACTOR shall provide to COUNTY copies of all test results and outcomes, and corrective actions taken during the testing of the Technology Refresh.

As part of Subtask 15.3, CONTRACTOR shall: (i) conduct performance modeling in accordance with the requirements defined in this Subtask 15.3, (ii) provide COUNTY with sufficient written information to enable COUNTY to determine whether LEADER System performance with the Technology Refresh, meets all Specifications, including, without limitation, all service levels and (iii) provide COUNTY's Project Director with a written report of all performance modeling results. If there are any differences between the Specifications and the actual performance of the LEADER System with the Technology Refresh, it shall be solely in the discretion of COUNTY's DPSS Director whether to proceed with the Live Test under Subtask 15.5 (Implement Technology Refresh and Conduct a Live Test).

CONTRACTOR shall develop and execute performance modeling plan to provide a means of determining and measuring the performance and capacity of the Technology Refresh.

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

CONTRACTOR shall develop and execute a performance modeling plan that includes the following requirements:

- Analysis of current LEADER System capacity: (i) measurement of overall system resource usage, (ii) measurement of system resource by current workload, and (iii) measurement of components of all response times under peak load conditions.
- Plan for LEADER System growth during the Second Extended Term and any Second Extended Option Term, including, without limitation, assessing future central processing, disk space, memory, and network bandwidth needed for the projected increase in number of users, data, and transactions.
- Conduct performance modeling based on projected LEADER System capacity needs: (i) conduct system benchmarking test for LEADER System, (ii) measure system performance for all service level requirements, and (iii) make any changes necessary to meet or exceed the Specifications, including, without limitation, all service levels.
- CONTRACTOR shall provide COUNTY with written documentation of all performance modeling and capacity planning results for the LEADER System. CONTRACTOR shall provide a written discussion paper of how the Technology Refresh will support the maximum projected COUNTY caseload.
- CONTRACTOR shall demonstrate and document that all LEADER System Software scripts, tools, and utilities will perform as designed with the Technology Refresh under full-load conditions.
- CONTRACTOR shall use a mix of transactions for the performance modeling to replicate a peak production period.

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

A4.15.3.1 SUBDELIVERABLE 15.3.1 – SYSTEM TEST REPORT FOR THE TECHNOLOGY REFRESH

CONTRACTOR shall complete system testing of the Technology Refresh in accordance with Subtask 15.3 (Conduct System Testing and Perform Modeling for the Technology Refresh) and provide to COUNTY a written System Test Report for the Technology Refresh as documentation to support completion of system testing for the Technology Refresh. CONTRACTOR shall provide such report in accordance with the PCD.

A4.15.3.2 SUBDELIVERABLE 15.3.2 – PERFORMANCE MODELING REPORT FOR THE TECHNOLOGY REFRESH

CONTRACTOR shall complete performance modeling for the LEADER System with the Technology Refresh in accordance with the requirements defined in Subtask 15.3 (Conduct System Testing and Performance Modeling for the Technology Refresh) and the PCD.

CONTRACTOR shall complete and provide to COUNTY a written Performance Modeling Report which documents the results of the performance modeling, including, without limitation, availability and response time results for the LEADER System based on capacity (including data, transactions, and users) projected for the Second Extended Term and any Second Extended Option Term.

A4.15.4 SUBTASK 15.4 – TECHNOLOGY REFRESH PILOT AT THE BACK-UP SITE AND CENTRAL PRINT FACILITY

CONTRACTOR shall complete and provide a written report which documents the results of the Technology Refresh Pilot at the back-up site and the central print facility. CONTRACTOR shall conduct pilot testing based on requirements of Subdeliverable 15.2

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

(Updated Hardware and Software Requirements Document) at the back-up site and central print facility.

A4.15.4.1 SUBDELIVERABLE 15.4 – TECHNOLOGY REFRESH PILOT TEST REPORT

CONTRACTOR shall complete Subtask 15.4 (Technology Refresh Pilot at the Back-Up Site and Central Print Facility) and provide to COUNTY's Project Director a written Pilot Test Report for the Technology Refresh that evaluates the results of the Technology Refresh at the back-up site and central print facility. The Pilot Test Report for the Technology Refresh at the back-up site and central print facility shall be delivered to COUNTY in accordance with the PCD and shall document full compliance with Subtask 15.4.

A4.15.5 SUBTASK 15.5 – IMPLEMENT TECHNOLOGY REFRESH AND CONDUCT A LIVE TEST

Following successful completion of all testing defined in Subtask 15.4 (Technology Refresh Pilot at the Back-Up Site and Central Print Facility), CONTRACTOR shall complete the Technology Refresh. CONTRACTOR shall conduct a Live Test between the Local Office Network and Core Network to ensure that all aspects of the Technology Refresh are fully functional and operational, and that the LEADER System performs in compliance with the Specifications for a period of not less than thirty (30) consecutive days, unless earlier terminated by COUNTY Project Director, in his sole discretion.

During the Technology Refresh Live Test, CONTRACTOR shall monitor LEADER System performance, both functionally and technically, and report to COUNTY, weekly in writing, the results of LEADER System performance during the Live Test, as described in Section

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

C3.0 (System Performance) through Section C8.0 (System Manageability) of Exhibit C (System Architecture, Technical and Hardware Requirements).

CONTRACTOR shall use appropriate tuning measures and shall correct all Errors which CONTRACTOR detects or of which it has been notified by COUNTY.

A4.15.5.1 SUBDELIVERABLE 15.5 – LIVE TEST EVALUATION REPORT FOR THE TECHNOLOGY REFRESH

CONTRACTOR shall complete Subtask 15.5 (Implement Technology Refresh and Conduct a Live Test) and provide to COUNTY's Project Director a written Live Test Evaluation Report for the Technology Refresh that evaluates the results of the Technology Refresh Live Test. The Live Test Evaluation Report for the Technology Refresh shall be delivered to COUNTY in accordance with the PCD and shall document full compliance with Subtask 15.5.

A4.15.6 SUBTASK 15.6 – UPDATE TELECOMMUNICATIONS DESIGN DOCUMENT

CONTRACTOR shall provide an update of the Telecommunications Design Document, as previously provided in Subtask 3.1 (Update the LEADER Telecommunications Design Document), for the LEADER System, including Local Office Network, Core Network and Bridged Environment. The document shall include CONTRACTOR's and COUNTY's roles and responsibilities as approved by COUNTY's Project Director. This document shall include: (i) all Telecommunications design changes related to the Technology Refresh in sufficient detail to enable COUNTY to determine compliance with Specifications, including, without limitation, all service levels, (ii) the design specifications and network diagrams for

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

the Bridged Environment in sufficient detail to enable COUNTY to determine compliance with Specifications, including, without limitation, all service levels, (iii) a description detailing how COUNTY-specified workstations and laptops in the LEADER System shall have access, using the Bridged Environment, to COUNTY-specified non-LEADER System applications, software, data, and other resources, and (iv) a description detailing how COUNTY-specified workstations and laptops in COUNTY's enterprise network (LANet/EN) shall have access, using the Bridged Environment, to the LEADER System.

A4.15.6.1 SUBDELIVERABLE 15.6 – UPDATED TELECOMMUNICATIONS DESIGN DOCUMENT

CONTRACTOR shall complete Subtask 15.6 (Update Telecommunications Design Document) and provide the written updated Telecommunications Design Document to COUNTY's Project Director in accordance with Subtask 15.6 and the PCD. This document shall include: (i) all Telecommunications design changes related to the Technology Refresh in sufficient detail to enable COUNTY to determine compliance with Specifications, including, without limitation, all service levels, (ii) the design specifications and network diagrams for the Bridged Environment in sufficient detail to enable COUNTY to determine compliance with Specifications, including, without limitation, all service levels, (iii) a description detailing how COUNTY-specified workstations and laptops in the LEADER System shall have access, using the Bridged Environment, to COUNTY-specified non-LEADER System applications, software, data, and other resources, and (iv) a description detailing how COUNTY-specified workstations and laptops in COUNTY's enterprise

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

network (LANet/EN) shall have access, using the Bridged Environment, to the LEADER System.

A4.15.7 SUBTASK 15.7 – UPDATE NETWORK MANAGEMENT AND HELP DESK PROCEDURES

In preparation for the Second Extended Term, CONTRACTOR shall update and implement procedures for the management of the LEADER System and for operation of the LEADER System Help Desk, as previously provided in Subtask 6.6 (Develop Network Management and Help Desk Procedures), no later than twenty (20) working days prior to the expiration of the Extended Term. CONTRACTOR shall define the operation of CONTRACTOR's network management and Help Desk and include COUNTY's and CONTRACTOR's roles and responsibilities as approved by COUNTY's Project Director.

A4.15.7.1 SUBDELIVERABLE 15.7 – UPDATED NETWORK MANAGEMENT AND HELP DESK PROCEDURES

In preparation for the Second Extended Term, CONTRACTOR shall update, complete, and deliver to COUNTY the updated Network Management and Help Desk Procedures in accordance with Subtask 15.7 (Update Network Management and Help Desk Procedures) and the PCD.

A4.15.8 SUBTASK 15.8 – UPDATE THE LEADER SYSTEM SOFTWARE DOCUMENTATION

CONTRACTOR shall update the specific portions of the LEADER System Software Documentation defined in Subparagraph 3.29 (Software Documentation) of Paragraph 3.0 (Definitions) of the Base Agreement that have been impacted or affected by all changes

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

under this Task 15.0. CONTRACTOR shall also provide COUNTY with one copy of the latest version of the LEADER System Software.

A4.15.8.1 SUBDELIVERABLE 15.8 – UPDATED LEADER SYSTEM SOFTWARE DOCUMENTATION AND LEADER SYSTEM SOFTWARE

CONTRACTOR shall complete Subtask 15.8 (Update the LEADER System Software Documentation) and provide to COUNTY's Project Director the latest version of the LEADER System Software. CONTRACTOR shall also provide the updated and complete LEADER System Software Documentation, in both electronic and hard copy format, that includes all changes made to the LEADER System under this Task 15.0.

A4.15.9 SUBTASK 15.9 – LOCAL OFFICE HARDWARE TRANSITION

In preparation for the Second Extended Term, CONTRACTOR shall provide a Local Office Hardware transition document to COUNTY which provides an inventory of all Local Office Hardware, including the types, model numbers, total number by model number, and specifications of all Local Office Hardware regardless of where in the LEADER System it resides.

A4.15.9.1 SUBDELIVERABLE 15.9 – LOCAL OFFICE HARDWARE TRANSITION DOCUMENT

In preparation for the Second Extended Term, CONTRACTOR shall complete Subtask 15.9 (Local Office Hardware Transition) and provide the Local Office Hardware transition document to COUNTY, no later than forty (40) working days prior to the expiration of the Extended Term.

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

A4.15.10 SUBTASK 15.10 – LOCAL OFFICE HARDWARE TRANSFER

In preparation for the Second Extended Term and pursuant to Subparagraph 4.7.1.A of the Base Agreement, CONTRACTOR shall provide transfer of ownership documents, in a form satisfactory to COUNTY, transferring to COUNTY, effective May 01, 2007, all right, title, and interest in and to all Local Office Hardware, not previously transferred to COUNTY, regardless of where in the LEADER System it resides, in good operating condition and free and clear of all encumbrances, claims, liens or charges of any kind. These documents shall also include an inventory of the types, model numbers, total number by model number, and specifications of all Local Office Hardware installed at each Local Office Site.

A4.15.10.1 SUBDELIVERABLE 15.10 – LOCAL OFFICE HARDWARE TRANSFER DOCUMENTS

In preparation for the Second Extended Term and in accordance with Subtask 15.10 (Local Office Hardware Transfer), CONTRACTOR shall provide transfer of ownership documents, in a form satisfactory to COUNTY, no later than twenty (20) working days prior to expiration of the Extended Term. These documents shall also include an inventory of the type, model number, total number by model number, specifications, and manufacturer tag/serial number of all Local Office Hardware installed at each Local Office Site.

A4.15.11 SUBTASK 15.11 – LOCAL OFFICE SOFTWARE LICENSES TRANSITION

In preparation for the Second Extended Term, CONTRACTOR shall provide a Local Office Software transition document to COUNTY, which provides an inventory of all Local Office Software, including the product names, version numbers, total number by version number,

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

and software license numbers (or software site license numbers, if applicable) of all Local Office Software installed at each Local Office Site.

**A4.15.11.1 SUBDELIVERABLE 15.11 – LOCAL OFFICE SOFTWARE LICENSES
TRANSITION DOCUMENT**

In preparation for the Second Extended Term, CONTRACTOR shall complete Subtask 15.11 (Local Office Software Licenses Transition) and provide the Local Office Software transition document to COUNTY, no later than forty (40) working days prior to the expiration of the Extended Term. This transition document shall include an inventory of all Local Office Software, including the product names, version numbers, total number by version number, and software license numbers (or software site license numbers, if applicable) of all Local Office Software installed at each Local Office Site.

A4.15.12 SUBTASK 15.12 – LOCAL OFFICE SOFTWARE LICENSES

In preparation for the Second Extended Term and pursuant to Subparagraph 4.7.1.B of the Base Agreement, CONTRACTOR shall provide to COUNTY royalty-free, perpetual and irrevocable licenses, effective May 01, 2007, for full use and quiet enjoyment of all Operating System Software and Commercial Application Software (including telecommunications software) then installed at the Local Office Sites for least the number of workstations and laptops in the LEADER System as exist upon expiration of the Extended Term but in no event less than 12,102 workstations and laptops in the LEADER System. Such licenses shall be in a form satisfactory to COUNTY and shall not restrict COUNTY's right to receive all upgrades and modifications on the more favorable of such terms as are (i) generally available to licensees of such software on the same terms, prices

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

and conditions as generally available to such licensees, or (ii) available to COUNTY pursuant to any other agreement between COUNTY and CONTRACTOR then in force. These documents shall also include an inventory of all Local Office Software, including the product names, version numbers, total number by version number, and software license numbers (or software site license numbers, if applicable) of all Local Office Software installed at each Local Office Site.

A4.15.12.1 SUBDELIVERABLE 15.12 – LOCAL OFFICE SOFTWARE LICENSE DOCUMENTS

In preparation for the Second Extended Term and in accordance with Subtask 15.12 (Local Office Software Licenses), CONTRACTOR shall provide Local Office Software license documents, in a form satisfactory to COUNTY, no later than twenty (20) working days prior to expiration of the Extended Term. These documents shall also include an inventory of all Local Office Software, including the product names, version numbers, total number by version number, and software license numbers (or software site license numbers, if applicable) of all Local Office Software installed at each Local Office Site.

A4.15.13 SUBTASK 15.13 –UPDATE TURNOVER/TRANSITION PLAN

In preparation for the expiration of the Second Extended Term and any Second Extended Option Term, CONTRACTOR shall prepare an updated Turnover/Transition Plan, as previously provided in Subtask 6.7 (Plan Turnover/Transition), which shall provide for a smooth transition of the LEADER System and System Data from CONTRACTOR's environment to the new environment of COUNTY or COUNTY-selected vendor.

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

This Plan shall include, without limitation:

- Transfer to COUNTY of all right, title, and interest in and to all Development Modifications and Application Software Modifications and/or Enhancements and related Software Documentation.
- Complete identification of any problems or issues, along with recommended solutions, that may impair or impede the transfer of the LEADER System.
- The complete identification of all LEADER System Software.
- The transfer of up-to-date LEADER System documentation, including all LEADER System and user documentation.
- Procedures for a transfer of LEADER System operations such that the transition is transparent to LEADER System users and has no negative effects on LEADER System operations.
- An approach to training designated COUNTY technical staff or any staff COUNTY may designate as needing training to effect the transition.
- The effective error-free transfer of all System Data from the Central Site to the new environment, including, without limitation:
 - a. provide up-to-date System Data model documentation;
 - b. assist and participate in data-purification of System Data with COUNTY and COUNTY-selected vendor, throughout the conversion effort;
 - c. assist and participate in automated conversion planning with COUNTY and COUNTY-selected vendor, throughout the conversion effort;
 - d. assist and participate in data mapping activities;

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

- e. provide System Data in a format and medium as mutually determined in writing by COUNTY's Project Director and CONTRACTOR's Project Manager;
 - f. assist and participate with COUNTY and COUNTY-selected vendor in tools configuration and conversion programming effort related to data extraction;
 - g. support phased conversion of legacy LEADER System to the LEADER replacement system;
 - h. continue operation of LEADER System such that the transition is transparent to LEADER System users and has no negative effects on operations;
 - i. participate in all phases of conversion testing; and
 - j. provide data archive at the completion of conversion process.
- Written certification that all System Data has been removed from all Core Sites and all CONTRACTOR's systems, and that no copies, compilations, or summaries have been retained by CONTRACTOR.
 - The CONTRACTOR's scope of work under this Subtask 15.13 shall not include data transformation and loading of System Data into the new environment of COUNTY or COUNTY-selected vendor.

A4.15.13.1 SUBDELIVERABLE 15.13 – UPDATED TURNOVER/TRANSITION PLAN

CONTRACTOR shall deliver and implement the updated Turnover/Transition Plan which includes the procedures for an orderly, non-disruptive transition from CONTRACTOR's

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

facilities and operations to COUNTY or COUNTY-selected vendor in accordance with Subtask 15.13 (Update Turnover/Transition Plan), and the PCD. CONTRACTOR shall complete and provide to COUNTY annual updates to the approved updated Turnover/Transition Plan in accordance with Subtask 15.13 and the PCD.

A4.15.14 SUBTASK 15.14 – UPDATE FACILITIES MANAGEMENT, OPERATIONS AND MAINTENANCE PLAN

In preparation for facilities management/operations and maintenance activities during the Second Extended Term, CONTRACTOR shall update the Facilities Management, Operations and Maintenance Plan, as previously provided in Subtask 6.9 (Plan Facilities Management, Operations and Maintenance), to reflect all changes under this Task 15.0, including, without limitation, the conduct of the Core Sites, Telecommunications, operations, systems administration, hardware and software maintenance, and Application Software Modifications and/or Enhancements. This Plan shall describe, without limitation:

- the procedures for updates;
- corrective actions relative to any Errors or other deviations from the Specifications;
- procedures for incorporation of changes requested by COUNTY;
- procedures for the timely and systematic modification and maintenance of the LEADER System and documentation;
- procedures for repair and replacement of Local Office Hardware and maintenance of Local Office Software, including COUNTY's and CONTRACTOR's roles and responsibilities as approved by COUNTY's Project Director;

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

- procedures for installation, configuration, and support of LEADER System Software and COUNTY-specified non-LEADER System software for COUNTY-specified workstations and laptops using the Bridged Environment, and for certification by CONTRACTOR, in writing, that the COUNTY-specified prototype workstations and laptops with all of such software installed, meet the certification requirements described in Subtask 15.16 (Install, Test and Implement Bridged Environment);
- procedures for reporting LEADER System operational activities and LEADER System performance levels; and System metrics data, including:
 - a. Monthly Metrics for Modification Requests and requested and pending Application Software Modifications and/or Enhancements that include the cumulative number of Modification Requests and requested and pending Application Software Modifications and/or Enhancements, staff hours estimate for Modification Requests and requested and pending Application Software Modifications and/or Enhancements, and the disposition (status etc.) of Modification Requests and requested and pending Application Software Modifications and/or Enhancements;
 - b. Monthly Requirements Metrics that include the number of LEADER System requirements added, deleted, modified and outstanding during the particular month and the total number of all LEADER System requirements in existence at the end of the reporting month;

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

- c. Monthly Product Quality Metrics that include all reported and corrected deviations from Specifications, outstanding Errors, Pareto analysis, Errors density, and average age of outstanding Errors; and
- d. Daily LEADER System Size and Performance Metrics that include daily LEADER System utilization (e.g., Direct Access Storage Device (DASD), Memory and CPU), LEADER System availability, end-to-end LEADER System response time (i.e., the time period that begins when an interrupt key, such as an enter key, mouse click, function key, is depressed to initiate a transaction on a Host and ends when the next screen or image appears on the monitor), batch processes scheduled, batch processes completed, batch processing time, and average daily batch time for all batch processing.

A4.15.14.1 SUBDELIVERABLE 15.14.1 – UPDATED FACILITIES MANAGEMENT, OPERATIONS AND MAINTENANCE PLAN

In preparation for the Second Extended Term, CONTRACTOR shall complete and deliver to COUNTY the updated LEADER Facilities Management, Operations, and Maintenance Plan in accordance with Subtask 15.14 (Update Facilities Management, Operations and Maintenance Plan), no later than forty (40) working days prior to the expiration of the Extended Term.

A4.15.14.2 SUBDELIVERABLE 15.14.2 - LOCAL OFFICE SITES LISTING

In preparation for the Second Extended Term, CONTRACTOR shall provide a listing of all Local Office Sites to COUNTY no later than twenty (20) working days prior to the

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

expiration of the Extended Term. When a Local Office Site is added, relocated, or changed at COUNTY's request, CONTRACTOR shall update and deliver a revised listing of Local Office Sites to COUNTY no later than five (5) working days after completion of any such change. This document shall include site/location name, site/location address, site/location identification number, circuit identification, server number and type, switch type(s), and total number of servers, workstations, laptops and printers at each Local Office Site.

A4.15.15 SUBTASK 15.15 – UPDATE BACK-UP AND RECOVERY PLAN AND CONDUCT ONGOING BACK-UP AND RECOVERY TESTING

CONTRACTOR shall update and implement the Back-up and Recovery Plan, as previously provided in Subtask 6.8 (Plan Back-up and Recovery), in accordance with the requirements contained in *Exhibit C* (System Architecture, Technical, and Hardware Requirements) and all changes described in this Task 15.0. Thereafter, CONTRACTOR shall conduct a Back-up and Recovery Test, including, without limitation, demonstrating full business continuity and interface functionality in the live production environment, at least on an annual basis and provide an updated Plan documenting the results and analysis of each such test.

A4.15.15.1 SUBDELIVERABLE 15.15 – UPDATED BACK-UP AND RECOVERY PLAN

CONTRACTOR shall complete and deliver to COUNTY and implement an updated Back-up and Recovery Plan in accordance with Subtask 15.15 (Update Back-Up and Recovery Plan and Conduct Ongoing Back-Up and Recovery Testing) and the PCD. CONTRACTOR shall conduct Back-up and Recovery Testing as described in Subtask 15.15 and provide an updated Plan documenting the results and analysis of each such test in accordance with the PCD. The first such test shall be conducted no later than twenty (20) days after the

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

successful completion of Subtask 15.5 (Implement Technology Refresh and Conduct a Live Test).

A4.15.16 SUBTASK 15.16 – INSTALL, TEST AND IMPLEMENT BRIDGED ENVIRONMENT

CONTRACTOR shall install, test and implement the Bridged Environment to allow COUNTY-specified workstations and laptops in the LEADER System to have access to COUNTY-specified non-LEADER System applications, software, data and other resources (e.g., e-mail, on-line help desk, user manuals, policy and procedures, DPSS website, data folders, etc.). Also, CONTRACTOR shall install, test and implement the Bridged Environment for COUNTY-specified workstations and laptops in the COUNTY's enterprise network (LANet/EN) to have access to the LEADER System. CONTRACTOR's general scope of work shall include, without limitation:

- Establish a secure network connection between the LEADER System network (Local Office Network and Core Network) and COUNTY's enterprise network (LANet/EN).
- Conduct, in conjunction with the COUNTY, detailed testing to identify and correct any conflicts or incompatibilities between the LEADER System and COUNTY-specified non-LEADER System applications, software, data and other resources. The testing of the Bridged Environment shall demonstrate the compatibility of the LEADER System with COUNTY-specified non-LEADER System applications, software, data and other resources in sufficient detail to enable COUNTY to determine compliance with the Specifications, including, without limitation, all service levels.

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

- CONTRACTOR shall, in conjunction with COUNTY, install, configure, test, and implement LEADER System Software and COUNTY-specified non-LEADER System software on COUNTY-specified workstations and laptops which may use the Bridged Environment, to allow: (i) COUNTY-specified workstations and laptops in the LEADER System to have access to COUNTY-specified non-LEADER System applications, data and other resources (e.g., e-mail, on-line help desk, user manuals, policy and procedures, DPSS website, data folders, etc.) and (ii) COUNTY-specified workstations and laptops in the COUNTY's enterprise network (LANet/EN) to have access to the LEADER System. CONTRACTOR shall support all LEADER System Software on such workstations and laptops, and COUNTY shall support all such COUNTY-specified non-LEADER System software on such workstations and laptops.
- For each COUNTY-specified workstation and laptop model, CONTRACTOR shall:
 - a. Create, in conjunction with COUNTY, a prototype workstation or laptop, as applicable, by installing the LEADER System Software and COUNTY-specified non-LEADER System software;
 - b. Test the LEADER System Software on this prototype and certify, in writing, that the prototype with the LEADER System Software installed meets the Specifications, including, without limitation, all service levels;
 - c. Test, in conjunction with COUNTY, COUNTY-specified non-LEADER System software on this prototype and certify, in writing, that this

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

prototype with the COUNTY-specified non-LEADER System software installed is compatible with the LEADER System;

- d. Create and provide a master software image for the LEADER System Software and COUNTY-specified non-LEADER System software based on this prototype; and
- e. Install master software image and configure LEADER System Software on COUNTY-specified workstations or laptops, as applicable, that correspond to this prototype.

A4.15.16.1 SUBDELIVERABLE 15.16 – BRIDGED ENVIRONMENT TESTING AND IMPLEMENTATION AND CERTIFICATION DOCUMENT

CONTRACTOR shall complete and deliver to COUNTY written documentation detailing test results for the Bridged Environment, and certifying: (i) the successful implementation of the Bridged Environment, (ii) the compatibility of the LEADER System with COUNTY-specified non-LEADER System applications, software, data and other resources for COUNTY-specified models of workstations and laptops and (iii) access, using the Bridged Environment, between the LEADER System network (Local Office Network and Core Network) and COUNTY's enterprise network (LANet/EN), in accordance with Subtask 15.16 (Install, Test and Implement Bridged Environment) and the PCD.

A4.15.17 SUBTASK 15.17 – UPDATE THE SECURITY REQUIREMENTS DOCUMENT

CONTRACTOR shall provide an update of the Security Requirements Document, previously provided in Subtask 2.2.5 (Develop the Security Requirements Document), to identify and update all security needed for the LEADER System, including, without limitation, the Local

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

EXHIBIT A - STATEMENT OF WORK

Office Network, the Local Office Hardware, the Local Office Software, the Core Sites, the Core Network and the Bridged Environment, and the protection of the LEADER System against any failures or interruptions of services at the Core Sites due to any reason, including, without limitation, Disabling Devices, environmental damage, physical damage, or force majeure. CONTRACTOR shall provide all security protection of the LEADER System, excluding supplying anti-virus software and patch management software for additions to, and whole unit replacements of, Local Office Hardware pursuant to Subparagraph 6.8.4 (Additions to Local Office Hardware/Software and Related Services During the Second Extended Term and any Second Extended Option Term) and Subparagraph 14.3 of Paragraph 14.0 (Local Office Hardware/Software Maintenance) of the Base Agreement.

A4.15.17.1 SUBDELIVERABLE 15.17 – UPDATED SECURITY REQUIREMENTS DOCUMENT

CONTRACTOR shall complete Subtask 15.17 (Update the Security Requirements Document) and provide to COUNTY the updated Security Requirements Document in accordance with Subtask 15.17 and the PCD.

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

ATTACHMENT 2 - WEEKLY STATUS REPORT FORMAT

WEEKLY STATUS REPORT

PROJECT MANAGER: _____

FOR WEEK ENDING: _____

NOTE: Most of the tasks detailed below should be derived from the Project Control Document.

1. Highlights of this Reporting Period:

- Contains a brief description of major events during the previous reporting period.
- Directed at an executive level audience, often the chair or members of a high level, multi-department steering committee.
- Uses no technical jargon.
- No more than one-half page in length.

2. Tasks COMPLETED for this period which were NOT SCHEDULED:

- Those tasks which were not reported as goals in the last reporting period which were completed.

3. Goals SCHEDULED for completion this period which were COMPLETED:

- Those goals for the last reporting period which were completed.

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

ATTACHMENT 2 - WEEKLY STATUS REPORT FORMAT

4. Tasks SCHEDULED for completion this period which were NOT COMPLETED:

- Those tasks from the last reporting period which were not completed.
- Reason why goal was not met.
- All goals listed in this section must include a new projected completion date.

5. Goals for Next Period:

- The goals should be for the next reporting period.
- All goals must be measurable and have a projected completion date.
- All goals must be addressed in the next status report, either in Category 3 or 4 listed above.
- The majority of the goals should be taken from a previously approved project plan.

6. Issues/Risks:

- List all issues which have arisen during the reporting period and all previous issues which remain unresolved.
- List of all anticipated risks, including, without limitation, all previous risks which remain unaddressed.
- Wording of the issues should be specific.
- Include risk mitigation strategies and resolution approach.
- Include target completion/resolution timeframes or dates if known.

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

ATTACHMENT 2 - WEEKLY STATUS REPORT FORMAT

7. Issues Resolved:

- List all resolved issues, even if they were not reported as issues in the previous report.
- For each resolved issue, state how the resolution was affected and the completion date, or the projected date for completion/implementation.

8. Summary:

- It should be geared towards an executive management audience.
- It should address the "bottom line" of a project, stating whether or not the project is on schedule and summarizing concerns.
- The attached chart should be referenced.

APPROVED FOR RELEASE BY: Name: _____

Date: _____ Title: _____

Attachment

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

ATTACHMENT 2 - WEEKLY STATUS REPORT FORMAT

DESCRIPTION	INITIAL ESTIMATED COMPLETION DATE	REVISED ESTIMATED COMPLETION DATE	STATUS DATE
1. Update Hardware and Software Requirements			
2. Conduct Testing for the Technology Refresh			
3. Technology Refresh Pilot			
4. Implement Technology Refresh and Conduct Live Test			
5. Bridged Environment Implementation – Access from LEADER System workstations and laptops to non-LEADER System applications, software, data, and other resources			
6. Bridged Environment Implementation – Access to LEADER System from County Enterprise Network (LA-Net/EN)			
7. Local Office Hardware Transfer and Provision of Local Office Software Licenses			
8. Update and Implement Back Up and Recovery Plan			
9. Local Office Hardware Moves			
10. Local Office Hardware Installations of County-Supplied Additional Local Office Hardware			
11. Turnover/Transition Plan Update			
12. Major LEADER Application Software Modifications			
13. Turnover/Transition Plan Execution			

As of MM/DD/YYYY:

Total Maximum Contract Sum: _____

Total Application Software Modifications and/or Enhancements Amount Billed: _____

Total Facilities Management/Operations and Telecommunications Amount Billed: _____

Total Modification Requests Amount Billed: _____

Total Amount Billed: _____

Total Amount Paid by County: _____

Monies Remaining: _____

APPROVED FOR RELEASE BY: _____

Name: _____

Date: _____

Title: _____

***AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587***

***ATTACHMENT 21 – LEADER APPLICATION SOFTWARE MODIFICATIONS AND/OR
ENHANCEMENTS BY EACH STAFF PERSON REPORT FORMAT***

ATTACHMENT 21

**LEADER APPLICATION SOFTWARE MODIFICATIONS
AND/OR ENHANCEMENTS BY EACH STAFF PERSON
REPORT FORMAT**

**AMENDMENT NUMBER TWELVE
TO LEADER AGREEMENT WITH UNISYS
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

**ATTACHMENT 21 – LEADER APPLICATION SOFTWARE MODIFICATIONS AND/OR
ENHANCEMENTS BY EACH STAFF PERSON REPORT FORMAT**

**LEADER APPLICATION SOFTWARE MODIFICATIONS AND/OR ENHANCEMENTS BY EACH
STAFF PERSON REPORT**

For the Month of: _____

CONTRACTOR: _____

SUMMARY

Auth No.	Application Software Modifications and/or Enhancements Description	Initial Total Hours Authorized By County's Project Director	Hours Worked This Month	Hours Worked To Date	Hours Remaining – Projected by Contractor	New Total Hours – Projected By Contractor
001	CalWorks Income Limit Change	100	60	80	40	120
002	Threshold Language NOAs	150	80	100	50	150
	TOTAL	X,XXX	X,XXX	X,XXX	X,XXX	X,XXX

DETAIL BY STAFF PERSON

Auth No.	Staff Name	Initial Total Hours Authorized By County's Project Director	Hours Worked This Month	Hours Worked To Date	Hours Remaining – Projected by Contractor	New Total Hours – Projected by Contractor
001	Staff A	20	20	30	10	40
001	Staff B	40	10	10	10	20
001	Staff C	40	30	40	20	60
002	Staff A	30	30	30	0	30
002	Staff F	120	50	70	50	120
	TOTAL	X,XXX	X,XXX	X,XXX	X,XXX	X,XXX

Schedule I - Hourly Rate Structure for Proposed Staff During the Second Extended Term and any Second Extended Option Term

ITEM NUMBER*	STAFF DESCRIPTION		HOURLY RATE
001	Project Manager	Key	\$206.00
002	Application Development Manager	Key	\$163.75
003	Deputy Project Manager	Key	\$196.50
008	Operations/Technology Manager (formerly referred to as Hardware/Technology Manager)	Key	\$144.10
014	Test Manager	Key	\$144.10
015	Training Manager	Key	\$144.10
016	Database Administrator	Key	\$166.00
017	Telecommunication Specialist	Key	\$78.29
018	Team Leader	Key	\$163.75
019	Policy Specialist	Key	\$85.50
020	Customer Service Engineer		\$145.00
022	Project Administrator		\$78.24
023	Fiscal Analyst		\$56.40
024	Receptionist/Word Processor		\$47.13
025	Quality Assurance Manager		\$144.10
026	Quality Assurance Specialist		\$81.49
027	LAN Administrator		\$78.29
028	Business Analyst		\$78.60
029	Programmer Analyst		\$90.00
031	Lead Tester		\$65.50
032	Tester		\$58.95
033	Technology Specialist Architect		\$80.48
034	Technology Specialist - 2200		\$81.22
035	Technology Specialist - C/S		\$78.24
037	Assistant Telecom Specialist		\$77.19
038	Assistant Database Administrator		\$85.15
039	Data Modeler		\$104.80
040	System Performance Specialist		\$78.65
041	Production Control Specialist		\$65.50
042	Installation and Logistics Specialist (formerly referred to as Installation and Logistics Manager)		\$79.08
043	Implementation Coordinator		\$104.80
045	Assistant Training Manager		\$104.80
046	Training Instructional Designer		\$104.80
047	Training Documentation Specialist		\$65.50
048	Training Instructor (formerly referred to as Lead Training Instructor)		\$65.50
058	Maintenance Programmer (formerly referred to as AS Maintenance Programmer)		\$75.00

*Note: Item number shown is the same as the item number shown for the particular staff on the prior Schedule I (Hourly Rate Structure for Proposed Staff) of this Agreement.

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Schedule X - Schedule of Payments During Second Extended Term

ITEM #	PRICE ITEM	FIXED HOURLY RATE PRICE	FIXED MONTHLY RATE PRICE	FIXED ONE-TIME PRICE	MAXIMUM TOTAL PRICE
1	Facilities Management/Operations and Telecommunications Fixed Monthly Rate Price and Total		\$1,410,000.00		\$67,680,000.00
2	Application Software Modifications and/or Enhancements Fixed Hourly Rate Price and Total (Maximum Total Price based on 8,000 hours per month)	\$105.00			\$40,320,000.00
3	Fixed Hourly Rate Price for Local Office Hardware Moves	\$145.00			
4	Fixed One-Time Price for Installation of Each Additional Local Office Hardware Workstation or Laptop in the LEADER System (Includes installation of all related (a) Local Office Software supplied by COUNTY and CONTRACTOR, (b) LEADER Application Software, (c) Application Software Modifications and/or Enhancements, and (d) cables, wiring and connectors, for such equipment)			\$145.00	
5	Fixed Hourly Rate Price for Installation of Each Additional Local Office Hardware Server, Printer, Switch, Router or Hub in the LEADER System (Includes installation of all related (a) Local Office Software supplied by COUNTY and CONTRACTOR, (b) LEADER Application Software, (c) Application Software Modifications and/or Enhancements, and (d) cables, wiring and connectors, for such equipment)	\$145.00			

Schedule Y - Schedule of Payments During Any Second Extended Option Term

ITEM #	PRICE ITEM	FIXED HOURLY RATE PRICE	FIXED MONTHLY RATE PRICE	FIXED ONE-TIME PRICE	MAXIMUM ANNUAL PRICE	MAXIMUM TOTAL PRICE
1	Facilities Management/Operations and Telecommunications Fixed Monthly Rate Price and Total		\$1,410,000.00		\$16,920,000.00	\$67,680,000.00
2	Application Software Modifications and/or Enhancements Fixed Hourly Rate Price and Total (Maximum Annual Price and Maximum Total Price based on 8,000 hours per month)	\$105.00			\$10,080,000.00	\$40,320,000.00
3	Fixed Hourly Rate Price for Local Office Hardware Moves	\$145.00				
4	Fixed One-Time Price for Installation of Each Additional Local Office Hardware Workstation or Laptop in the LEADER System (Includes installation of all related (a) Local Office Software supplied by COUNTY and CONTRACTOR, (b) LEADER Application Software, (c) Application Software Modifications and/or Enhancements, and (d) cables, wiring and connectors, for such equipment)			\$145.00		
5	Fixed Hourly Rate Price for Installation of Each Additional Local Office Hardware Server, Printer, Switch, Router or Hub in the LEADER System (Includes installation of all related (a) Local Office Software supplied by COUNTY and CONTRACTOR, (b) LEADER Application Software, (c) Application Software Modifications and/or Enhancements, and (d) cables, wiring and connectors, for such equipment)	\$145.00				

**Schedule M-SECOND-EXT - Telecommunications Hardware/Software/Services Fixed Prices for Over 350 Dial-Up Users During
Second Extended Term and Any Second Extended Option Term**

A. SECOND EXTENDED TERM:

I. FOR ADDITIONAL DIAL-UP USERS ABOVE 350, ADD THE FOLLOWING RECURRING MONTHLY PRICES:				
Item #				Maximum Fixed Monthly Rate **
	a. ISDN/T1 CIRCUITS, LAN ADMINISTRATION, UNCC MONITORING			
		351-450 Users		
1		ISDN/T1 Circuit	2	\$779.10
2		Unisys Network Computer Center Monitoring - Telecom Access Controller	2	\$292.20
			Maximum Fixed Hourly Rate	Hours
3		LAN Administration	\$78.29	42
				\$3,288.18
		451-550 Users		
4		ISDN/T1 Circuit	1	\$389.55
		551-650 Users		
5		ISDN/T1 Circuit	1	\$389.55
		651-750 Users		
6		ISDN/T1 Circuit	1	\$389.55
	b. MAINTENANCE			
7		Thin Client Citrix Server (Load Balancing System)		
		Year 1	2	\$0.00
		Year 2	2	\$139.08
		Year 3	2	\$146.04
		Year 4	2	\$153.34
8		Thin Client Access License		
		Year 1	215	\$0.00
		Year 2	215	\$1,343.75
		Year 3	215	\$1,410.94
		Year 4	215	\$1,481.48
9		Telecom Access Controller		
		Year 1	2	\$885.50
		Year 2	2	\$929.78
		Year 3	2	\$976.26
		Year 4	2	\$1,025.08
10		T1 Circuit Installation - Authentication Tokens		
		351-450 Users		
		Year 1	1	\$215.19
		Year 2	1	\$225.95
		Year 3	1	\$237.25
		Year 4	1	\$249.11
		451-550 Users		
		Year 1	1	\$215.19
		Year 2	1	\$225.95
		Year 3	1	\$237.25
		Year 4	1	\$249.11

**Schedule M-SECOND-EXT - Telecommunications Hardware/Software/Services Fixed Prices for Over 350 Dial-Up Users During
Second Extended Term and Any Second Extended Option Term**

A. SECOND EXTENDED TERM (Continued):

Item #	b. MAINTENANCE (continued)	Quantity	Maximum Fixed Monthly Rate **
	551-650 Users		
	Year 1	1	\$215.19
	Year 2	1	\$225.95
	Year 3	1	\$237.25
	Year 4	1	\$249.11
	651-750 Users		
	Year 1	1	\$215.19
	Year 2	1	\$225.95
	Year 3	1	\$237.25
	Year 4	1	\$249.11

II. FOR ADDITIONAL DIAL-UP USERS ABOVE 350, ADD THE FOLLOWING NON-RECURRING PRICES:				
Item #		Quantity	Maximum Fixed One-Time Total Price ***	
	a. HARDWARE UPGRADE			
11*	Thin Client Citrix Server (Load Balancing System)	2		\$59,798.06
12*	Thin Client Access License	215		\$209,740.22
13*	Telecom Access Controller	2		\$80,826.87
			Maximum Fixed Hourly Rate	Hours
14	Server Installation		\$145.00	120
				\$17,400.00
	b. T1 INSTALLATION AND AUTHENTICATION TOKENS			
	351-450 Users	Quantity		
15	T1 Circuit Installation	2		\$6,478.47
16*	Authentication Tokens	100		\$14,276.87
	451-550 Users			
17	T1 Circuit Installation	1		\$3,239.24
18*	Authentication Tokens	100		\$14,276.87
	551-650 Users			
19	T1 Circuit Installation	1		\$3,239.24
20*	Authentication Tokens	100		\$14,276.87
	651-750 Users			
21	T1 Circuit Installation	1		\$3,239.24
22*	Authentication Tokens	100		\$14,276.87

**Schedule M-SECOND-EXT - Telecommunications Hardware/Software/Services Fixed Prices for Over 350 Dial-Up Users During
Second Extended Term and Any Second Extended Option Term**

B. ANY SECOND EXTENDED OPTION TERM:

I. FOR ADDITIONAL DIAL-UP USERS ABOVE 350, ADD THE FOLLOWING RECURRING MONTHLY PRICES:				
Item #				Maximum Fixed Monthly Rate **
	a. ISDN/T1 CIRCUITS, LAN ADMINISTRATION, UNCC MONITORING			
		351-450 Users		
1		ISDN/T1 Circuit	2	\$779.10
2		Unisys Network Computer Center Monitoring - Telecom Access Controller	2	\$292.20
		Maximum Fixed Hourly Rate	Hours	
3		LAN Administration \$78.29	42	\$3,288.18
		451-550 Users		
4		ISDN/T1 Circuit	1	\$389.55
		551-650 Users		
5		ISDN/T1 Circuit	1	\$389.55
		651-750 Users		
6		ISDN/T1 Circuit	1	\$389.55
	b. MAINTENANCE			
7		Thin Client Citrix Server (Load Balancing System)		
		Year 5	2	\$0.00
		Year 6	2	\$169.06
		Year 7	2	\$177.51
		Year 8	2	\$186.38
8		Thin Client Access License		
		Year 5	215	\$1,555.56
		Year 6	215	\$1,633.34
		Year 7	215	\$1,715.00
		Year 8	215	\$1,800.75
9		Telecom Access Controller		
		Year 5	2	\$1,076.33
		Year 6	2	\$1,130.15
		Year 7	2	\$1,186.65
		Year 8	2	\$1,245.99
10		T1 Circuit Installation - Authentication Tokens		
		351-450 Users		
		Year 5	1	\$261.56
		Year 6	1	\$274.64
		Year 7	1	\$288.38
		Year 8	1	\$302.79
		451-550 Users		
		Year 5	1	\$261.56
		Year 6	1	\$274.64
		Year 7	1	\$288.38
		Year 8	1	\$302.79
		551-650 Users		
		Year 5	1	\$261.56
		Year 6	1	\$274.64
		Year 7	1	\$288.38
		Year 8	1	\$302.79
		651-750 Users		
		Year 5	1	\$261.56
		Year 6	1	\$274.64
		Year 7	1	\$288.38
		Year 8	1	\$302.79

**Schedule M-SECOND-EXT - Telecommunications Hardware/Software/Services Fixed Prices for Over 350 Dial-Up Users During
Second Extended Term and Any Second Extended Option Term**

B. ANY SECOND EXTENDED OPTION TERM (Continued):

II. FOR ADDITIONAL DIAL-UP USERS ABOVE 350, ADD THE FOLLOWING NON-RECURRING PRICES:				
Item #			Quantity	Maximum Fixed One-Time Total Price ***
	a. HARDWARE UPGRADE			
11*		Thin Client Citrix Server (Load Balancing System)	2	\$59,798.06
12*		Thin Client Access License	215	\$209,740.22
13*		Telecom Access Controller	2	\$80,826.87
			Maximum Fixed Hourly Rate	Hours
14		Server Installation	\$145.00	120
				\$17,400.00
	b. T1 INSTALLATION AND AUTHENTICATION TOKENS			
	351-450 Users		Quantity	
15		T1 Circuit Installation	2	\$6,478.47
16*		Authentication Tokens	100	\$14,276.87
	451-550 Users			
17		T1 Circuit Installation	1	\$3,239.24
18*		Authentication Tokens	100	\$14,276.87
	551-650 Users			
19		T1 Circuit Installation	1	\$3,239.24
20*		Authentication Tokens	100	\$14,276.87
	651-750 Users			
21		T1 Circuit Installation	1	\$3,239.24
22*		Authentication Tokens	100	\$14,276.87

*Includes all embedded and/or related software.

**All Fixed Monthly Rates shall be negotiated between CONTRACTOR's Project Director and COUNTY's Project Director, but in no event shall exceed the Maximum Fixed Monthly Rates shown.

***All Fixed One-Time Total Prices shall be negotiated between CONTRACTOR's Project Director and COUNTY's Project Director, but in no event shall exceed the Maximum Fixed One-Time Total Prices shown.